PROJECT MANUAL

Replace HVAC System Prairie View State School Marshall, Missouri

Designed By:	Klingner & Associates
	3622 Endeavor Ave, Suite 117
	Columbia, MO 65201
Date Issued:	July 28, 2023
Project No.:	E2319-01

STATE of MISSOURI

OFFICE of ADMINISTRATION Facilities Management, Design & Construction

SECTION 000107 – PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: E2319-01

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:



Matthew H. Bridges – Engineer PE-2021031578



Nathan R. Marold – Engineer PE-2022017792

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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:

	<u>TITLE</u>	<u>SHEET #</u>	DATE	<u>CAD #</u>
1.	COVER SHEET	G001	7/28/23	G001
2.	INDEX PAGE	G002	7/28/23	G002
3.	STRUCTURAL NOTES	S001	7/28/23	S001
4.	FRAMING PLAN &	S201	7/28/23	S201
	STRUCTURAL DETAILS			
5.	DEMOLITION PLAN	MD101	7/28/23	MD101
6.	ENLARGED DEMOLITION	MD201	7/28/23	MD201
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7.	MECHANICAL PLAN -	M101	7/28/23	M101
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20.	POWER PLAN	E101	7/28/23	E101

END OF SECTION 000115

SECTION 001116 - INVITATION FOR BID

1.0 OWNER:

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

2.0 PROJECT TITLE AND NUMBER:

A. Replace HVAC System Prairie View State School Marshall, Missouri Project No.: E2319-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, Thursday, September 21, 2023
- B. Only electronic bids on MissouriBUYS shall be accepted: <u>https://missouribuys.mo.gov</u>. Bidder must be registered to bid.

4.0 **DESCRIPTION:**

- A. Scope: The project includes the replacement of the existing hot water boiler and air handlers and the addition of ta dedicated outdoor air system and a building automation system
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, 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.
- C. **NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 **PRE-BID MEETING:**

- A. Place/Time: Time 11:00 AM, Thursday, September 7, 2023, at 945 N Miami Ave, Marshall, MO 65340
- 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 \$100.00 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, <u>https://www.adsplanroom.net</u>. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
- B. Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

7.0 POINT OF CONTACT:

- A. Designer: Klingner & Associates, John Neyens, (573) 355-5988, email: jjn@klingner.com
- B. Project Manager: Jared Cook, (573) 690-6733, email: jared.cook2@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 https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans after it is verified that at least one bid is awardable and affordable.
- C. This is a federally funded/assisted construction project that requires compliance by the awarded Bidder with applicable federal laws and regulations. The Bidder should review Section 007333, Supplementary General Conditions for Federally Funded/Assisted Construction Projects and Section 007334, Terms and Conditions for Contractor Receipt of Federal ARPA SFRF Funds, which are made part of this Invitation to Bid and will be made part of the resulting contract by reference.

Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

- A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to <u>https://missouribuys.mo.gov</u> and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
 - 1. Under "Solicitation" select "View Current Solicitations."
 - 2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
 - 3. Select "Active Solicitations" tab.
 - 4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.
- C. Here are simplified instructions for uploading the bid to MissouriBUYS:
 - 1. Find the solicitation by completing Steps 1 through 4 above.
 - 2. Select the three dots under "Actions." Select "Add New Response."
 - 3. When the Quote box opens, give the response a title and select "OK."
 - 4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
 - 5. The Supplier Attachments box will open. Select "Add Attachment" again.
 - 6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
 - 7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
 - 8. When the Supplier Attachments box opens again and uploading is complete, select "Done." A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
 - 9. The detailed solicitation will open. At the bottom select "Close."
- D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, <u>paul.girouard@oa.mo.gov</u>; April Howser: 573-751-0053, <u>April.Howser@oa.mo.gov</u>; or Mandy Roberson: 573-522-0074, <u>Mandy.Roberson@oa.mo.gov</u>.
- F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: <u>cathy.holliday@oa.mo.gov</u>.

IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 15.0, Section D1:

<u>As of July 1, 2020</u>, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project 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 any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site <u>https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</u>.

3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

4.0 - INTERPRETATIONS

- A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.
- B. Approval for an "acceptable substitution" issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.
- C. An "acceptable substitution" requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.
- D. A request for "Acceptable Substitutions" shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

5.0 - BIDS AND BIDDING PROCEDURE

A. Bidders shall submit all submission forms and accompanying documents listed in SECTION 004113 – BID FORM, Article 5.0, ATTACHMENTS TO BID by the stated time or their bid will be rejected for being non-responsive.

Depending on the specific project requirements, **the following is a GENERIC list** of all possible bid forms that may be due with bid submittals and times when they may be due. Please check for specific project requirements on the proposal form (Section 004113). *Not all of the following bid forms may be required to be submitted.*

<u>Bid Submittal –</u>	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

- B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.
- C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.
- D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

- A. A bid from an individual shall be signed as noted on the Bid Form.
- B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.
- D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

- E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form should appear as shown in the Secretary of State's records.
- F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.

7.0 - RECEIVING BID SUBMITTALS

- A. It is the bidder's sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.
- B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (<u>https://www.missouribuys.mo.gov/</u>) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.
- C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (<u>https://www.missouribuys.mo.gov/</u>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the "Login" button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select "View Current Solicitations." A new screen will open. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8." Under "Filter by Opp. No." type in the State Project Number. Select "Submit." Above the dark blue bar, select "Other Active Opportunities." To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.
- D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 Invitation For Bid.
- E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner's forms or that do not contain all requested information.
- F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.
- G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

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 by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.

- C. The Owner shall award a contract to the lowest, responsive, 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, responsible bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at https://www.uscis.gov/e-verify/. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
 - 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 person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the contractor or Bidder on a like contract or bid 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 domiciled contractor or Bidder.

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

A. Pursuant to section 34.600, RSMo, 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 as defined in section 34.600, RSMo, 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 requested to complete and submit the applicable portion of Section 004545 - Anti-Discrimination Against Israel Act Certification with their 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. If the exhibit is not submitted, the Owner shall rescind its Intent to Award and move to the next lowest, responsive, responsible bidder.

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 non-responsive, and its bid shall be rejected.
 - 2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.
 - 3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder's proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.
 - 4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder's bid. Based on this calculation, if the eligible SDVE's evaluation is less than the apparent low responsive bidder's bid, the eligible SDVE's bid becomes the apparent low responsive bidder's bid, the eligible SDVE's bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.
- C. Computation of MBE/WBE/SDVE Goal Participation:
 - 1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and SDVE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.
 - 2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.
 - Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
 - 4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder's MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.
 - 5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.
 - 6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.

- 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 Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.
 - 2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory (<u>https://apps1.mo.gov/MWBCertifiedFirms/</u>). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management's online SDVE directory (<u>https://oa.mo.gov/sites/default/files/sdvelisting.pdf</u>) or the Department of Veterans Affairs' directory (<u>https://vetbiz.va.gov/basic-search/</u>).
 - 3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).
- E. Waiver of MBE/WBE/SDVE Participation:
 - 1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
 - 2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
 - a. The amount of actual participation obtained;
 - b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
 - c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for

MBE/WBE/SDVE firms contacted for specific categories of work;

d. If project information, including plans and specifications, were provided to

MBE/WBE/SDVE subcontractors;

- e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
- f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
- g. The Bidder's stated reasons for rejecting any bids;
- 3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

- 1. If awarded a contract, the Bidder will be contractually required to subcontract with or obtain materials from the MBE, WBE, and SDVE firms listed in its bid, in amounts equal to or greater than the dollar amount bid, unless the amount is modified in writing by the Owner.
- 2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
 - a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or
 - b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.
- 3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.
- 4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.

STATE OF MISSOURI DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION MBE/WBE/SDVE DIRECTORIES

The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO) and is located at the following web address:

https://apps1.mo.gov/MWBCertifiedFirms/

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

https://purch.oa.mo.gov/media/pdf/listing-certified-missouri-servicedisabled-veteran-business-enterprises-sdves

https://veterans.certify.sba.gov/#search



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, on behalf of the Department of Elementary/Secondary Education.

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name:	Replace HVAC System
	Prairie View State School
	Marshall, Missouri

Project Number: E2319-01

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 **240 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 from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

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

Base Bid:

\$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

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: The requirements of the Davis-Bacon Act are not applicable to this project funded, which is funded solely by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA).

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

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

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

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

Total \$

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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)
 - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
 - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
 - i. Bid Form (Section 004113)
 - ii. Unit Prices (Section 004322)
 - iii. Proposed Contractors Form (Section 004336)
 - iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
 - v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
 - vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)

- vii. Missouri Service Disabled Veteran Business Form (Section 004340)
- viii. Affidavit of Work Authorization (Section 004541)
- ix. Affidavit for Affirmative Action (Section 005414)
- 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)
- 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.

Further, if the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to enter into a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

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

APPROVED:

Brian Yansen, Director Division of Facilities Management, Design and Construction Contractor's Authorized Signature

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

STATE OF MISS	SOURI			
	MINISTRATION		ſ	PROJECT NUMBER
	OR AFFIRMATIVE ACTION	I AND CONSTRUCTION		
NAME				
		First being du	llv sworn on	oath states: that
		i not boing de		
]		
he/she is the 🛛 sole prop	rietor 🗆 partner 🗆 officer or	manager or mana	aina member	r of
	·	0	5 5	
NAME		a □ sole pr	oprietorship	partnership
		□ limited	liability comp	bany (LLC)
or \Box corporation, and as	such, said proprietor, partner, or	officer is duly authorized	d to make this	S
affidavit on behalf of said so	le proprietorship, partnership, or	corporation; that under	the contract k	known as
PROJECT TITLE				
Less than 50 perso	ons in the aggregate will be emplo	oved and therefore. the	applicable Af	ffirmative Action
		, , , , , , , , , ,		
requirements as se	t forth in Article 1.4 of the Genera	al Conditions of the Stat	e of Missouri	have been met.
PRINT NAME & SIGNATURE			DATE	
NOTARY INFORMATION				
NOTARY PUBLIC EMBOSSER SEAL	STATE OF	COUNTY (OR CITY OF ST. LOUIS)	USE RUBBER S	STAMP IN CLEAR AREA BELOW
	SUBSCRIBED AND SWORN BEFORE ME,	THIS		
	DAY OF	YEAR		
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES		
	NUTARY PUBLIC NAME (TYPED OR PRINTED)			

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS,	THAT we		
as principal, and			
		as Surety, are held and firmly	bound unto the
STATE OF MISSOURI. in the sum of		Dollars (\$)
for payment whereof the Principal and Surety	bind themselves, t	heir heirs, executors, administrators and s	uccessors, jointly
and severally, firmly by these presents.			
WHEREAS, the Principal has, by means of a	written agreement	dated the	
day of	, 20	, enter into a contract with the State	of Missouri for

(Insert Project Title and Number)

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

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHER	EOF, the above bounden p	arties have executed the wit	hin instrument t	his day of
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				
Sur	rety Name:			
Att	orney-in-Fact:			
Ad	dress of Attorney-in-Fact:			_
Telephone Num	ber of Attorney-in-Fact:		·····	
S	Signature Attorney-in-Fact:			_
NOTE: Surety shall at	tach Power of Attorney			

Section 006113 - PERFORMANCE AND PAYMENT BOND 07/16

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合词机动轮入

STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION **PRODUCT SUBSTITUTION REQUEST**

PROJECT TITLE AND LOCATION		
(Minimum of (5) working days prior to re	OPENING eceipt of Bids as per Article 4 – Instructions to	Bidders)
SUBSTITUTION FOLLOWING A (Maximum of (20) working days from N	AWARD otice to Proceed as per Article 3 – General Co	nditions)
FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)		
TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)		
Bidder/Contractor hereby requests acce provisions of Division One of the Bidding	ptance of the following product or syster Documents:	ns as a substitution in accordance wi
SPECIFIED PRODUCT OR SYSTEM		
SPECIFICATION SECTION NO.		
SUPPORTING DATA		
Product data for proposed substitution	is attached (include description of product, sta	andards, performance, and test data)
	ne will be sent, il requested	
	SPECIFIED PRODUCT	SUBSTITUTION REQUEST
NAME, BRAND		
CATALOG NO.		
MANUFACTURER		
VENDOR		
PREVIOUS INSTALLATIONS		
PROJECT	ARCHITECT/ENGINEER	
LOCATION		DATE INSTALLED
SIGNIFICANT VARIATIONS FROM SPECIFIED P	RODUCT	I

REASON FOR SUBSTITUTION	
DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?	
IF YES, EXPLAIN	
SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK	
BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED REQUIREMENT:	SUBSTITUTION TO CONTRACT
We have investigated the proposed substitution. We believe that it is equal or superior except as stated above; that it will provide the same Warranty as specified product implications of the substitution; that we will pay redesign and other costs caused by t become apparent; and that we will pay costs to modify other parts of the Work as may Work complete and functioning as a result of the substitution.	in all respects to specified product, t; that we have included complete he substitution which subsequently be needed, to make all parts of the
BIDDER/CONTRACTOR	DATE
REVIEW AND ACTION	
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



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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents

STATE OFFIC DIVISI DESIG	E OF MISSOURI E OF ADMINISTR ON OF FACILITIE IN AND CONSTRU	ATION S MANAGEMENT, JCTION		PAY APP NO.	PROJECT NUMBER
MBE/V Remit with (Please ch	VBE/SDVE PROG (<u>ALL</u> Progress and Final Pa neck appropriate box)	RESS REPORT ^{yments} CONSULTANT □CONST	RUCTION	CHECK IF FINAL	DATE
PROJECT TITLE				1	
PROJECT LOCATION					
FIRM					
ORIGINAL CONTRACT SU Payment) \$	M (Same as Line Item 1. on	Form A of Application for	TOTAL CONTRACT SU Application for Payment \$	JM TO DATE (Same a t)	as Line Item 3. on Form A of
THE TOTAL MBE/N ORIGINAL CONTR	VBE/SDVE PARTIC ACT: \$	IPATION DOLLAR AMO	DUNT OF THIS PI	ROJECT AS IN	DICATED IN THE
SELECT MBE, WBE, SDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULT CONTRACTOF	ANT/SUBCON R/SUBCONTRA COMPANY NA	SULTANT OR CTOR/SUPPLIER ME
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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

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FILE: Closeout Documents

GENERAL CONDITIONS

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 - 1.2. Drawings and Specifications
 - 1.3. Compliance with Laws, Permits, Regulations and Inspections
 - 1.4. Nondiscrimination in Employment
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SECTION 007213 - GENERAL CONDITIONS

- A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.
- B. The General Conditions are intended to define the relationship of the Owner, the Designer and the Contractor thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be performed in a safe, orderly, expeditious and workmanlike manner.

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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.
- 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 Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Documents, Bidders. Bid 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"**: Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
- 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 than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all <u>applicable</u> laws, ordinances, rules and regulations that pertain to the work of this contract.
B. Contractors, subcontractors and their employees

construction permits or any other licenses (other

- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

A. The Contractor and his subcontractors will not discriminate against individuals based on race,

color, religion, national origin, sex, disability, or age, but may use restrictions which relate to bona fide occupational qualifications. Specifically, the Contractor and his subcontractors shall not discriminate:

- 1. Against recipients of service on the basis of race, color, religion, national origin, sex, disability or age.
- 2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex or otherwise qualified disability status.
- 3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employs at least 20 persons.
- 4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

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

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

assigning management responsibilities and procedures for evaluation and dissemination;

- 2. The identification of a person designated to handle affirmative action;
- 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;
- 4. The exclusion of discrimination from all collective bargaining agreements; and
- 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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 С 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

- 1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
- 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
- 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
- 4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, insufficient maintenance, improper or improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment
- B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

- A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:
 - 1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
 - 2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
 - 3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
 - 4. Service Instructions: Provide the following information for all pieces of equipment.
 - a. Recommended spare parts including catalog number and name of local supplier or factory representative.
 - b. Belt sizes, types, and lengths.
 - c. Wiring diagrams.
 - 5. Manufacturer's Certificate of Warranty as described in Article 3.4.
 - 6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.
- B. Submission of operating instructions shall be done in the following manner.
 - 1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½" x 11" hard binders. Large drawings too bulky to be folded into 8½" x 11" shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.
 - 2. The manuals shall identify project name, project number, and include the name and

address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.

- 3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
- 4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors

for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.

- G. The Contractor must notify the Construction Representative at least one working day before 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 I. will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation

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.

services, applicable taxes of every nature, and all

other facilities necessary for the proper execution

drawings and shall be responsible for the proper

fitting of his material, equipment and apparatus

overload, or permit others to overload, any part of

any structure during the performance of this

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

M. Contractor shall carefully examine the plans and

N. The Contractor or subcontractors shall not

O. All temporary shoring, bracing, etc., required for

and completion of the work.

into the building.

contract.

supports.

- 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 S. 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 with the drawings in accordance and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor

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

- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

ARTICLE 3.7 -- SUBCONTRACTS

- A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.
- B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.
- C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.
- D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.
- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:
 - 1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
 - 2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
 - 3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.
- D. Overhead and Profit on Contract Changes shall be applied as follows:
 - 1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools,

warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

- 2. The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.
- 3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.
- 4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
- 5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.
- E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The

Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.

- F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
 - 1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
 - 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
 - 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work <u>without</u> 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.
 - 4. Written Affirmative Action Plans as required in Article 1.4.

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

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

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

- A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 Schedules.
- B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 5.3 -- PROJECT COMPLETION

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
 - 1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
 - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
 - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working

days notice before the inspection shall be performed.

- 2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be 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

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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:
 - 1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
 - 2. Materials stored in one location off site are valued in excess of \$25,000.
 - 3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
 - 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
 - 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
 - 1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or

items. The cost of corrective action(s) shall be borne by the Contractor.

- 2. A reasonable doubt that this contract can be completed for the unpaid balance.
- 3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
- 4. Failure of the Contractor to update the construction schedule.

When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.
 - 1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall 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 coverage will be as follows: Premises/Operations: Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this 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 Risk Reporting-Builder's Form of Endorsement is used. Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.

- C. Minimum Limits of Insurance
 - 1. General Liability

Contractor

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

- 2. Automobile Liability
 - \$2,000,000 combined single limit per occurrence for bodily injury and property damage
- 3. Workers' Compensation and Employers Liability

Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and selfinsured 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 nonpayment 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 1. should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if the contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor's right to proceed with the work or terminate this contract.
 - 2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive

calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

- B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.
- C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.
- D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.
- E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.
- F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

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

- B. Upon receipt of notification, the Contractor shall:
 - 1. Cease operations when directed.
 - 2. Take actions to protect the work and any stored materials.
 - 3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
 - 4. Terminate all existing subcontracts, rentals, material, and equipment orders.

- 5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
- 6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
- C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Designer:	John Neyens Klingner & Associates 3622 Endeavor Ave, Suite 117 Columbia, MO 65201 Telephone: (573) 355-5988 Email: <u>jin@klingner.com</u>
Construction Representative:	Carl Haley Division of Facilities Management, Design and Construction 709 Missouri Blvd (Upper Level) Jefferson City, MO 65109 Telephone: (573) 526-0473 Email: <u>carl.haley@oa.mo.gov</u>
Project Manager:	Jared Cook Division of Facilities Management, Design and Construction 301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: (573) 690-6733 Email: jared.cook2@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: <u>april.howser@oa.mo.gov</u>

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.

6.0 LEAD AND ASBESTOS CERTIFICATION REQUIREMENTS:

From SECTION 007213 – GENERAL CONDITIONS, Article 5.4.H.2, ADD receipt of Certification from Contractor meeting the requirements set forth in SECTION 013513.13 – SITE SECURITY AND HEALTH REQUIREMENTS, 3.4., NO ASBESTOS AND NO LEAD CERTIFICATION.

<u>SUPPLEMENTARY GENERAL CONDITIONS</u> FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS

(American Rescue Plan Act (ARPA) Projects)

1.0 Notice of Federal Funding

This project is being performed in whole or in part using federal funds. Therefore, all work or services performed by the Contractor and its subcontractors shall be subject to the terms and conditions set forth below in addition to all terms and conditions in the Construction Contract, General Conditions, and other contract documents. The concepts, rules, and guidelines set forth in 2 C.F.R. 200 describing allowable costs and administrative requirements apply.

2.0 Definitions

As used herein, "Federal Government" means the government of the United States of America. "Federal Agency" means an agency, entity, department or division of the Federal Government that is providing funding for this project. All other terms shall have the meanings established in the Construction Contract, General Conditions, and/or Project Manual, unless such definitions conflict with a definition provided in an applicable statute or regulation.

3.0 Conflicting Terms or Conditions

To the extent that any terms or conditions set forth herein conflict with the Construction Contract or its General Conditions, the more stringent of the two terms and conditions shall govern.

4.0 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.0 Compliance with Federal Laws, Regulations and Executive Orders

The Contractor and its subcontractors and suppliers are required to comply with all applicable Federal laws, regulations, and executive orders, regardless of whether set forth herein. The Contractor shall assist and enable the State of Missouri in complying with any requirements imposed by the Federal Agency as a condition of funding.

6.0 Compliance with Civil Rights Provisions

The Contractor shall comply with all Federal statutes, executive orders, and regulations relating to nondiscrimination. These include, but are not limited to the following:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Title VII of the Civil Rights Act of 1964 (42 U.S.C. part 2000(e), which prohibits discrimination against employees on the basis of religion;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) that may apply to the application.

7.0 Equal Employment Opportunity (41 C.F.R. 60-1.4(b)).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicants or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further that it will refrain from entering into agrees any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.0 Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246, 41 C.F.R. 60-4.2)

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-	Goals for minority participation for each	Goals for female participation in each
tables	trade	trade
105	10	6.9

Insert Goals Established by U.S. Department of Labor: available at https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. pt. 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. pt. 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontract; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

9.0 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - 41 C.F.R. 60-4.3)

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in

geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by

the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. pt. 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or singleuser toilet and necessary changing facilities shall be provided to assure privacy between the sexes. o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each

employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

10.0 Prohibition of Segregated Facilities

- (1) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

11.0 Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and §§ 3146-3148, and 29 C.F.R. pt. 5)

*The requirements of the Davis-Bacon Act and this section are not applicable to this project, which is funded solely by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA).

- (1) Minimum wages.
- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for

more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available

for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. pt. 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. pt. 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. pt. 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of <u>title 18 and section 231</u> of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.
- (4) Apprentices and trainees—

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of <u>Executive Order 11246</u>, as amended, and 29 C.F.R. pt. 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal Agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in <u>29</u> <u>C.F.R. 5.12</u>.
- (8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pt.s 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or <u>29 C.F.R. 5.12(a)(1)</u>.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, <u>18 U.S.C. § 1001</u>.

12.0 Copeland "Anti-Kickback" Act

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled.
- (2) The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. 5.12.

13.0 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 to 3708, 29 C.F.R. 5.5)

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

14.0 Suspension and Debarment (Executive Orders 12549 and 12689, 2 C.F.R. pt. 180)

- A contract award (see <u>2 C.F.R. 180.220</u>) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement <u>Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189</u>) and 12689 (3 C.F.R. pt. 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than <u>Executive Order 12549</u>.
- (2) The contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

- (3) The contractor must comply with 2 C.F.R. pt. 180, subpart C and the regulations of the granting Federal Agency regarding suspension and debarment, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) By submitting a bid, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15.0 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

- (1) Contractors that apply or bid for an award exceeding \$100,000 agree to file the required certification (set forth below), in compliance with 31 U.S.C. § 1352 (as amended).
- (2) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
- (3) Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by <u>section 1352</u>, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16.0 Procurement of Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

17.0 Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 C.F.R. pt. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

18.0 Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

19.0 Occupational Health and Safety Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 C.F.R. pt. 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R.

pt. 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20.0 Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 C.F.R. pt. 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 C.F.R. 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21.0 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201et seq.).

22.0 Clean Air Act and Federal Water Pollution Control Act

- (1) If the amount of the Contract exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the Owner, and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Agency and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23.0 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

24.0 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United

States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25.0 Drug Free Workplace Act

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

26.0 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 U.S.C. § 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27.0 Seismic Safety

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 61 Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

28.0 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials - Build America, Buy America (Pub. L. No. 117-58, §§ 70901-52)

*The requirements of the Build America, Buy America Act and this section are not applicable to projects funded solely by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA). The Contractor will be subject to the requirements of the Build America, Buy America Act only if SLFRF funds are used in conjunction with funds from another federal program that requires enforcement of the Build America, Buy America Act. Information about federal funding sources is provided in the Invitation for Bid.

The Owner is the recipient of an award of Federal financial assistance from a program for infrastructure for this project. Pursuant to the Build America, Buy America Act of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, none of the funds provided under the Federal award may be used unless the requirements of the domestic content procurement preference outlined below are met. Therefore, the Contractor shall ensure the following:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients of Federal financial assistance may apply for, and the awarding agency may grant, a waiver from the domestic content procurement preference.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the awarding agency web site.

If the Contractor determines that an application for a waiver is necessary or an existing waiver is applicable to this project, the Contractor shall timely notify the Owner. The Owner will make a determination if a waiver is applicable or if a waiver application is necessary. The Contractor shall not submit any waiver application or information directly to the Federal agency without prior approval by the Owner.

Definitions

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

29.0 Prohibition on Certain Telecommunication and Video Surveillances Services or Equipment (Pub. L. 115-232, Section 889)

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of a Federal executive agency and recipients or subrecipients of funds from such agencies from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Pursuant to such provisions, the Contractor understands and agrees that the Contractor and its subcontractors shall not obligate or expend loan or grant funds from the Federal Agency under this Contract to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115–232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

TERMS AND CONDITIONS FOR CONTRACTOR RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. <u>Use of Funds</u>: _______ ("Contractor") understands and agrees that the State of Missouri has received funds for this project under section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the funds disbursed under such grant may only be used in compliance with the ARPA and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

<u>Period of Performance</u>: The period of performance for the award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

<u>Reporting</u>: Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this agreement.

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor's participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor's participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: contracts, invoices, receipts, payrolls, and financial statements.

<u>Pre-award Costs</u>: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

<u>Compliance with Applicable Law and Regulations</u>: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and

Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq*.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

<u>Remedial Actions</u>: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

<u>Hatch Act</u>: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

<u>False Statements</u>: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

<u>Publications</u>: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

<u>Disclaimer</u>: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third

persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

<u>Reducing Text Messaging While Driving</u>: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.¹

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <u>http://www.lep.gov</u>.

¹ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021. Section 007334 – Terms and Conditions for Contractor Receipt of Federal ARPA SFRF Funds - Page 4 of 9 3/1/2020

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements. By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.²

Signature of Contractor's Authorized Representative

Date: _____

Printed Name of Contractor's Authorized Representative

Contractor's Unique Entity Identifier: ______ (*Name associated with the Unique Entity Identifier must match the Contractor's name on contract documents)

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute,

² Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the

³ Additionally, "in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1," 29 C.F.R. § 5.5(c) requires that another clause be included "in any such contract," *id*. For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

Section 007334 – Terms and Conditions for Contractor Receipt of Federal ARPA SFRF Funds - Page 7 of 9 3/1/2020

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.]

ix. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: http://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Missouri

Division of Labor Standards WAGE AND HOUR SECTION

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 101 SALINE 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 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for SALINE County

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Asbestos Worker	\$25.15*
Boilermaker	\$25.15*
Bricklayer	\$25.15*
Carpenter	\$25.15*
Lather	
Linoleum Laver	
Millwright	
Pile Driver	
Cement Mason	\$25.15*
Plasterer	
Communications Technician	\$25 15*
Electrician (Inside Wireman)	\$25.15*
Electrician Outside Lineman	\$25.15*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25,15*
Glazier	\$25.15
	\$25.15
	¢25.15
Conoral Laborar	φ23.13
Eirst Somi Skilled	
Second Somi Skilled	
Mason	\$25,15*
Marble Mason	φ23.13
Marble Mason Marble Finisher	
Terrazzo Worker	
Terrazzo Finishor	
Tile Einisher	
Operating Engineer	\$25.15*
Group	φ23.13
Group II	
Group III	
Bointor	¢05 15*
Plumber	\$25.15 \$74.14
Plumber Bing Fitter	\$74.11
Pipe Filler Desfer	¢05 15*
Shoot Motol Worker	φ20.10
	ΦΟΟ./ Ι ΦΟΕ 15*
	→20.10 ¢05.45*
Truck Driver	

Section 101

*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.

Heavy Construction Rates for SALINE County

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$61.78
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.15*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.23
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.62
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.89
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.

*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.

**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.

"General Decision Number: MO20230031 08/18/2023

Superseded General Decision Number: MO20220031

State: Missouri

Construction Type: Building

Counties: Clark, Daviess, Gentry, Grundy, Harrison, Holt, Knox, Lewis, Linn, Livingston, Macon, Marion, Mercer, Monroe, Nodaway, Pike, Putnam, Randolph, Saline, Schuyler, Scotland, Shelby, Sullivan and Worth Counties in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<pre> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: </pre>	 Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	 Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023
2	03/03/2023
3	03/24/2023
4	04/14/2023
5	05/19/2023
6	06/02/2023
7	06/16/2023
8	06/30/2023
9	07/14/2023
10	08/18/2023

ASBE0001-012 10/03/2022

LEWIS, MARION, MONROE, PIKE & SHELBY COUNTIES

	Rates	Fringes	
ASBESTOS WORKER/HEAT & FROST INSULATOR	.\$ 43.73	26.29	
ASBE0027-007 10/01/2022			
DAVIESS, GENTRY, GRUNDY, HARRISON, HOLT, LINN, LIVINGSTON, MACON, MERCER, RANDOLPH, SALINE & WORTH COUNTIES			
	Rates	Fringes	
ASBESTOS WORKER/HEAT & FROST INSULATOR	.\$ 38.10	29.62	
ASBE0039-003 06/27/2021			

NODAWAY COUNTY

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 35.11	17.69
ASBE0074-001 08/01/2022		
PUTNAM, SCHUYLER & SULLIVAN COUM	NTIES	
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 29.77	19.67
* ASBE0081-004 06/01/2023		
CLARK, KNOX & SCOTLAND COUNTIES		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 32.96	23.45
BRM00001-003 06/01/2022		
MARION AND PIKE COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 39.00	23.14
BRM00001-006 06/01/2022		
CLARK and LEWIS COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 39.00	23.14
BRM00003-004 06/01/2022		
DAVIESS, GENTRY, GRUNDY, HARRISC NODAWAY, & WORTH COUNTIES	DN, HOLT,	LIVINGSTON, MERCER,
	Rates	Fringes
TILE SETTER	\$ 38.36	16.38

BRM00011-012 04/01/2022 KNOX, LINN, MACON, MONROE, PUTNAM, RANDOLPH, SALINE, SCHUYLER, SCOTLAND, SHELBY, & SULLIVAN COUNTIES Fringes Rates BRICKLAYER.....\$ 31.60 20.41 TILE SETTER.....\$ 31.60 20.41 _____ BRM00015-007 05/01/2022 DAVIESS, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY & WORTH COUNTIES Rates Fringes BRICKLAYER.....\$ 35.26 20.81 _____ BRM00018-005 07/01/2022 CLARK, LEWIS, MARION & PIKE COUNTIES Rates Fringes TILE SETTER.....\$ 33.62 18.30 _____ CARP0002-011 05/01/2020 PIKE COUNTY Rates Fringes CARPENTER, Excludes Form Work Projects \$1 million and over.....\$ 36.80 18.42 Projects under \$1 million...\$ 35.03 18.42 _____ CARP0005-004 05/01/2022 LIVINGSTON & SALINE COUNTIES Rates Fringes CARPENTER, Excludes Form Work....\$ 39.06 20.00 _____ CARP0005-008 05/01/2022

DAVIESS, GRUNDY, HARRISON & MERCER COUNTIES

	Rates	Fringes
CARPENTER, Excludes Form Work	\$ 36.48	20.00
CARP0008-001 05/01/2022		
CLARK, LEWIS, MARION & SCOTLAND	COUNTIES	
	Rates	Fringes
CARPENTER, Excludes Form Work	\$ 32.24	19.50
CARP0010-002 05/01/2022		
KNOX, LINN, MACON, MONROE, PUTNA SULLIVAN COUNTIES	AM, RANDOLPH,	SCHUYLER, SHELBY &
	Rates	Fringes
CARPENTER, Excludes Form Work CARP0110-002 05/01/2022	\$ 27.91	19.70
GENTRY, HOLT, NODAWAY & WORTH CO	DUNTIES	
	Rates	Fringes
CARPENTER, Excludes Form Work	\$ 36.59	20.00
ELEC0124-022 08/30/2021		
SALINE COUNTY		
	Rates	Fringes
ELECTRICIAN	\$ 43.29	23.97
ELEC0257-012 03/01/2023		
RANDOLPH COUNTY		
	Rates	Fringes
ELECTRICIAN	\$ 37.00	20.88
ELEC0350-005 12/01/2022		

CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, PIKE, PUTNAM, SCHUYLER, SCOTLAND, SHELBY, & SULLIVAN COUNTIES Rates Fringes ELECTRICIAN.....\$ 35.50 19.94 ELEC0545-001 06/01/2023 DAVIESS, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY, & WORTH COUNTIES Rates Fringes ELECTRICIAN.....\$ 36.75 20.40 _____ ENGI0101-027 04/01/2020 DAVIESS, GENTRY, GRUNDY, HARRISON, HOLT, LINN, LIVINGSTON, MERCER, NODAWAY, SALINE, SULLIVAN & WORTH COUNTIES Fringes Rates **POWER EQUIPMENT OPERATOR:** Bulldozer.....\$ 37.74 20.10 Grader/Blade.....\$ 37.29 20.10 Loader.....\$ 36.93 20.10 Paver....\$ 36.93 20.10 Roller....\$ 36.93 20.10 -----ENGI0513-013 05/01/2023 CLARK, KNOX, LEWIS, MACON, MARION, MONROE, PIKE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND & SHELBY COUNTIES Rates Fringes **POWER EQUIPMENT OPERATOR:** Bulldozer....\$ 34.61 29.50 Grader/Blade.....\$ 34.61 29.50 Loader.....\$ 34.61 29.50 Paver....\$ 34.61 29.50 Roller.....\$ 34.61 29.50 _____ IRON0010-029 04/01/2023

DAVIESS, GENTRY, GRUNDY, HARRISON, HOLT, LINN, LIVINGSTON, MERCER, NODAWAY, PUTNAM, RANDOLPH, SALINE, SULLIVAN, & WORTH COUNTIES Fringes Rates IRONWORKER, REINFORCING AND STRUCTURAL.....\$ 33.50 33.38 _____ IRON0396-016 08/04/2021 PIKE COUNTY Rates Fringes IRONWORKER, REINFORCING AND STRUCTURAL.....\$ 32.24 28.96 _____ * IRON0577-002 06/01/2023 CLARK, KNOX, LEWIS, MACON, MARION, MONROE, SCHUYLER, SCOTLAND, & SHELBY COUNTIES Rates Fringes IRONWORKER, REINFORCING AND STRUCTURAL.....\$ 31.55 25.05 _____ LAB00264-003 04/01/2023 SALINE COUNTY Rates Fringes LABORER Brick Mason Tender.....\$ 29.65 16.95 Common or General & Landscape.....\$ 29.25 16.95 _____ LAB00579-003 05/01/2023 DAVIESS, GRUNDY, HARRISON AND MERCER COUNTIES Rates Fringes LABORER Brick Mason Tender.....\$ 27.06 16.05

Common or General & Landscape.....\$ 26.86 16.05 _____ LAB00579-009 05/01/2023 GENTRY, HOLT, LIVINGSTON, NODAWAY & WORTH COUNTIES Rates Fringes LABORER Brick Mason Tender.....\$ 28.91 16.70 Common or General & Landscape.....\$ 28.71 16.70 _____ LAB00955-004 03/01/2023 CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, PIKE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY & SULLIVAN COUNTIES Rates Fringes LABORER Brick Mason Tender.....\$ 28.95 15.59 Common or General & Landscape.....\$ 26.95 15.59 _____ PAIN0002-009 09/01/2022 CLARK, LEWIS, MARION, & PIKE COUNTIES Rates Fringes PAINTER Brush & Roller Only.....\$ 37.45 16.41 PAIN0003-014 04/01/2019 DAVIESS, GRUNDY, HARRISON, LIVINGSTON, MERCER, & SALINE COUNTIES Rates Fringes PAINTER Brush & Roller Only.....\$ 24.43 17.76 _____ PAIN1185-004 04/01/2023 KNOX, LINN, MACON, MONROE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY, & SULLIVAN COUNTIES

	Rates	Fringes	
PAINTER Brush & Roller Only PAIN2012-004 04/20/2022	.\$ 26.49	15.04	
GENTRY, HOLT, NODAWAY, & WORTH C	OUNTIES		
	Rates	Fringes	
PAINTER Brush & Roller Only	.\$ 33.35	18.73	
PLUM0008-014 06/01/2023			
SALINE COUNTY			
	Rates	Fringes	
PLUMBER, Excludes HVAC Pipe Installation	.\$ 54.28	23.79	
PLUM0045-005 08/01/2022			
DAVIESS, GENTRY, HARRISON, HOLT, NODAWAY, & WORTH COUNTIES			
	Rates	Fringes	
PIPEFITTER, Includes HVAC Pipe Installation PLUMBER, Excludes HVAC Pipe Installation	\$ 41.35 \$ 41.35	25.45	
		23.43	
SALINE COUNTY	Pator	Eningoc	
	Naces	FITIGES	
Pipe Installation	.\$ 53.56	24.70	
PLUM0562-014 07/01/2022			
CLARK, GRUNDY, KNOX, LEWIS, LINN, LIVINGSTON, MACON, MARION, MERCER, MONROE, PIKE, PUTNAM, PANDOLPH, SCHUYLER, SCOTLAND, SHELBY & SULLIVAN COUNTIES			

PIPEFITTER, Includes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work \$7.0 million & under\$ 44.66 21.49 Mechanical Contracts including all piping and temperature control work over \$7.0 million\$ 44.66 21.49 PLUMBER, Excludes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work \$7.0 million & under\$ 43.16 21.49 Mechanical Contracts including all piping and temperature control work over \$7.0 million\$ 45.10 27.85 		Rates	Fringes
\$7.0 million & under\$ 44.66 21.49 Mechanical Contracts including all piping and temperature control work over \$7.0 million\$ 44.66 21.49 PLUMBER, Excludes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work \$7.0 million & under\$ 43.16 21.49 Mechanical Contracts including all piping and temperature control work over \$7.0 million\$ 45.10 27.85 TROOF0002-014 03/01/2023 PIKE COUNTY Rates Fringes ROOFER\$ 37.00 20.52 TROOF0020-004 06/01/2023 SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64	PIPEFITTER, Includes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work		
over \$7.0 million\$ 44.66 21.49 PLUMBER, Excludes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work over \$7.0 million\$ 43.16 21.49 Mechanical Contracts including all piping and temperature control work over \$7.0 million\$ 45.10 27.85 ROOF0002-014 03/01/2023 PIKE COUNTY Rates Fringes ROOFER\$ 37.00 20.52 ROOF0020-004 06/01/2023 SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64	<pre>\$7.0 million & under Mechanical Contracts including all piping and temperature control work</pre>	\$ 44.66	21.49
\$7.0 million & under\$ 43.16 21.49 Mechanical Contracts including all piping and temperature control work over \$7.0 million\$ 45.10 27.85 ROOF0002-014 03/01/2023 PIKE COUNTY Rates Fringes ROOFER\$ 37.00 20.52 ROOF0020-004 06/01/2023 SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64	over \$7.0 million PLUMBER, Excludes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work	\$ 44.66	21.49
over \$7.0 million\$ 45.10 27.85 ROOF0002-014 03/01/2023 PIKE COUNTY Rates Fringes ROOFER	\$7.0 million & under Mechanical Contracts including all piping and temperature control work	\$ 43.16	21.49
ROOF0002-014 03/01/2023 PIKE COUNTY Rates Fringes ROOFER\$ 37.00 20.52 ROOF0020-004 06/01/2023 SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64	over \$7.0 million	\$ 45.10	27.85
PIKE COUNTY Rates Fringes ROOFER\$ 37.00 20.52 ROOF0020-004 06/01/2023 SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64	ROOF0002-014 03/01/2023		
Rates Fringes ROOFER\$ 37.00 20.52 ROOF0020-004 06/01/2023 20.52 SALINE COUNTY Rates RooFER\$ 37.60 21.64	PIKE COUNTY		
ROOFER\$ 37.00 20.52 ROOF0020-004 06/01/2023 SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64		Rates	Fringes
ROOF0020-004 06/01/2023 SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64	ROOFER	\$ 37.00	20.52
SALINE COUNTY Rates Fringes ROOFER\$ 37.60 21.64	ROOF0020-004 06/01/2023		
Rates Fringes ROOFER\$ 37.60 21.64	SALINE COUNTY		
ROOFER\$ 37.60 21.64		Rates	Fringes
	ROOFER	\$ 37.60	21.64
ROOF0020-025 06/01/2023	ROOF0020-025 06/01/2023		
DAVIESS, GENTRY, GRUNDY, HARRISON, HOLT, LINN, LIVINGSTON, MERCER, NODAWAY, SULLIVAN & WORTH COUNTIES			
Rates Fringes		Rates	Fringes
ROOFER\$ 32.80 18.47	ROOFER	\$ 32.80	18.47

ROOF0020-029 09/19/2022

CLARK, KNOX, LEWIS, MACON, MARION, MONROE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, & SHELBY COUNTIES

Fringes Rates ROOFER.....\$ 33.10 18.69 _____ _ _ _ _ _ _ _ _ _ SHEE0002-009 07/01/2022 GENTRY, HOLT, NODAWAY & WORTH COUNTIES Rates Fringes SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....\$ 45.45 25.58 SHEE0002-018 07/01/2023 DAVIESS, GRUNDY, HARRISON, LINN, LIVINGSTON, & MERCER COUNTIES Rates Fringes SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....\$ 47.20 26.28 -----SHEE0002-023 07/01/2023 SALINE COUNTY Rates Fringes SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....\$ 47.20 26.28 _____ SHEE0036-020 08/01/2022 MARION & PIKE COUNTIES Rates Fringes SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....\$ 47.43 24.65 _____ SHEE0036-023 07/01/2022

CLARK, KNOX, LEWIS, MACON, MONROE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY, & SULLIVAN COUNTIES

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation	\$ 34.54	20.46
* SUM02010-030 03/08/2010		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER\$	\$ 18.86	7.50
FORM WORKER\$	\$ 26.44	0.00
GLAZIER\$	\$ 14.19 **	5.19
OPERATOR: Backhoe/Trackhoe\$	\$ 31.12	0.00
PAINTER: Spray\$	\$ 18.79	8.12
TRUCK DRIVER: Dump Truck\$	\$ 28.92	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

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 the replacement of the existing hot water boiler and air handlers and the addition of a dedicated outdoor air system and a building automation system.
 - 1. Project Location: Prairie View State School, 945 N. Miami Ave., Marshall, MO 65340.
 - 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 July 28, 2023, were prepared for the Project by Klingner & Associates, P.C., 3622 Endeavor Ave, Suite 117, Columbia, MO.
- C. The Work consists of the replacement of a hot water boiler and air handlers and the addition of a dedicated outdoor air system and a building automation system.
 - 1. The Work includes:
 - a. Selective mechanical and electrical demolition
 - b. Structural steel support framing
 - c. Testing, adjusting and balancing
 - d. HVAC insulation
 - e. Hydronic piping modifications
 - f. Boiler replacement
 - g. Air handler replacement
 - h. Dedicated outdoor air system
 - i. Ductwork modifications
 - j. HVAC Instrumentation and Controls
 - k. Electrical system modifications
- D. The Work will be constructed under a single prime contract.

1.3 WORK SEQUENCE

A. The Work will be conducted in one phase.

1.4 CONTRACTOR USE OF PREMISES

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

Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

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

1.5 OCCUPANCY REQUIREMENTS

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

1.6 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Sole Source allowances.
 - 2. 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.
- 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 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

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

END OF SECTION 012100

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
 - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
 - 2. Division 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 Contract Change for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

- A. The Designer or Owner Representative will issue a detailed description of proposed Changes in the Work that may require adjustment to the Contract Amount or the Contract Time. The proposed Change Description will be issued using the "Request for Proposal" (RFP) form. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by the Designer or Owner Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within ten (10) working days after receipt of Proposal Request, submit a proposal for the cost adjustments to the Contract Amount and the Contract Time necessary to execute the Change. The Contractor shall submit his proposal on the appropriate Contract Change Detailed Breakdown form. Subcontractors may use the appropriate Contract Change Detailed Breakdown form or submit their proposal on their letterhead provided the same level of detail is included. All proposals shall include:
 - a. A detailed breakdown of costs per Article 4.1 of the General Conditions.
 - b. If requesting additional time per Article 4.2 of the General Conditions, include an updated Contractor's Construction Schedule that indicates the effect of the Change including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

1.6 CONTRACT CHANGE PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (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. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.
- C. Related Sections include the following:
 - 1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
 - 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.
- B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required
maintenance, service, and repair of all components including mechanical and electrical.

- C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Startup and adjustment of systems.
 - 8. Project Closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 PROJECT MEETINGS

A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The

Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

- 1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
 - 1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor may 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
 - l. 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
- 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.
- 6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
- 7. Project name
- 8. Name and address of Contractor
- 9. Name and address of Designer
- 10. RFI number including RFIs that were dropped and not submitted
- 11. RFI description
- 12. Date the RFI was submitted
- 13. Date Designer's response was received
- 14. Identification of related DSI or Proposal Request, as appropriate

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: <u>https://oa.mo.gov/facilities/vendor-links/contractor-forms</u>. Completed forms shall be emailed to the following email address: <u>OA.FMDCE-BuilderSupport@oa.mo.gov</u>.
 - 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</u> <u>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.
 - l. 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 location¹ 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 system² 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

State of Missouri FMDC #E2319-01

¹ The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

 $^{^{2}}$ 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 – SCHEDULES

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. 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
 - b. 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
 - c. 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.
 - 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. Work by the Owner
 - 4. Pre-purchased materials
 - 5. Coordination with existing construction
 - 6. Limitations of continued occupancies
 - 7. Un-interruptible services

- 8. Partial Occupancy prior to Substantial Completion
- 9. Site restrictions
- 10. Provisions for future construction
- 11. Seasonal variations
- 12. Environmental control
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
 - 1. Subcontract awards
 - 2. Submittals
 - 3. Purchases
 - 4. Mockups
 - 5. Fabrication
 - 6. Sample testing
 - 7. Deliveries
 - 8. Installation
 - 9. Testing
 - 10. Adjusting
 - 11. Curing
 - 12. 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. Structural completion.
 - b. Permanent space enclosure
 - c. Completion of mechanical installation
 - d. Completion of the electrical portion of the Work
 - e. Substantial Completion

3.3 SCHEDULE OF SUBMITTALS

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 011300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.
- B. Prepare the schedule in chronological order. Provide the following information
 - 1. Scheduled date for the first submittal

- 2. Related Section number
- 3. Submittal category
- 4. Name of the Subcontractor
- 5. Description of the part of the Work covered
- 6. Scheduled date for resubmittal
- 7. Scheduled date for the Designer's final release or approval
- C. Distribution: Following the Designer's response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
 - 1. Post copies in the Project meeting room and temporary field office.
 - 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

3.4 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
- B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
 - 1. Specification Section number
 - 2. Description of the test
 - 3. Identification of applicable standards
 - 4. Identification of test methods
 - 5. Number of tests required
 - 6. Time schedule or time span for tests
 - 7. Entity responsible for performing tests
 - 8. 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.
- D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

1.3 SUBMITTAL PROCEDURES

- A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:
 - 1. Date of Submission
 - 2. Name of Project
 - 3. Location
 - 4. Section Number of Specification
 - 5. State Project Number
 - 6. Name of Submitting Contractor
 - 7. Name of Subcontractor
 - 8. Indicate if Item is submitted as specified or as a substitution

1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included by sheet and detail number
 - 3. Compliance with specified standards
 - 4. Notation of coordination requirements

- 5. Notation of dimensions established by field measurement
- 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8¹/₂"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 SAMPLES

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - 1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:
 - a. Specification Section number and reference
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the Manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
 - 2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

- a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
- b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
- c. Refer to other Sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
- d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- 3. Field samples are full-size examples erected onsite to illustrate finishes, coatings, or finish materials and to establish the Project standard.
 - a. The Contractor shall comply with submittal requirements to the fullest extent possible. The Contractor shall process transmittal forms to provide a record of activity.

1.7 QUALITY ASSURANCE DOCUMENTS

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.
- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.
 - 1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
 - 2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
 - 3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
 - 4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

1.8 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
013100	Coordination	List of Subcontractors
013200	Schedules	Construction Schedule
013513	Site Security and Health Requirements	Product Data
013513	Site Security and Health Requirements	Certification
031100	Concrete Forming	Shop Drawings
031100	Concrete Forming	Product Data
032000	Concrete Reinforcing	Shop Drawings
033000	Cast-In-Place Concrete	Product Data
051200	Structural Steel Framing	Shop Drawings
051200	Structural Steel Framing	Certification
051200	Structural Steel Framing	Test Report
230519	Meters and Gages for HVAC Piping	Product Data
230523	General Duty Valves for HVAC Piping	Product Data
230529	Hangers and Supports for HVAC Piping and Equipment	Product Data

230553	Identification for HVAC Piping and Equipment	Product Data
230593	Testing, Adjusting and Balancing for HVAC	Certification
230593	Testing, Adjusting and Balancing for HVAC	Test Report
230700	HVAC Insulation	Product Data
230900	Instrumentation and Control for HVAC	Product Data
230900	Instrumentation and Control for HVAC	Shop Drawings
230900	Instrumentation and Control for HVAC	Test Report
230900	Instrumentation and Control for HVAC	Operation / Maintenance Manual
231123	Facility Natural Gas Piping	Product Data
232113	Hydronic Piping	Product Data
232123	Hydronic Pumps	Product Data
232123	Hydronic Pumps	Operation / Maintenance Manual
232300	Refrigerant Piping	Product Data
233300	Air Duct Accessories	Product Data
233713	Diffusers, Registers, and Grilles	Product Data
235216	Condensing Boilers	Product Data
235216	Condensing Boilers	Test Report
235216	Condensing Boilers	Warranty
235216	Condensing Boilers	Operation / Maintenance Manual
236313	Air Cooled Refrigerant Condensers for Dedicated Outdoor Air Systems	Product Data
236313	Air Cooled Refrigerant Condensers for Dedicated Outdoor Air Systems	Operation / Maintenance Manual
236313	Air Cooled Refrigerant Condensers for Dedicated Outdoor Air Systems	Warranty

237313	Modular Indoor Central Station Air Han- dling Units	Product Data
237313	Modular Indoor Central Station Air Han- dling Units	Test Report
237313	Modular Indoor Central Station Air Han- dling Units	Operation / Maintenance Manual
237313	Modular Indoor Central Station Air Han- dling Units	Warranty
238239	Unit Heaters	Product Data
238239	Unit Heaters	Operation / Maintenance Manual
238350	Hydronic Radiant Heating Panels	Product Data
238350	Hydronic Radiant Heating Panels	Operation / Maintenance Manual
262816	Enclosed Switches and Circuit Breakers	Product Data

END OF SECTION 013300

SECTION 013513.13 - SITE SECURITY AND HEALTH REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

- A. List of required submittals:
 - 1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
 - 2. Schedule of proposed shutdowns, if applicable.
 - 3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.
 - 4. "No Asbestos and No Lead" certification.
 - 5. Drug testing program and certification.

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.

3.2 RULES OF THE FACILITY

- A. No alcohol, drugs, guns, or other weapons are permitted anywhere at the Facility (i.e., inside or outside buildings, or anywhere on school grounds); violators will be referred to local law enforcement for prosecution.
- B. No tobacco or smoking products may be used anywhere at the Facility.

- C. Sexual harassment, offensive or fraternizing behavior, or foul language around or towards students or staff will not be tolerated. Violations by workers will result in one warning from the Facility Representative. Subsequent infractions will require permanent ejection of offending worker(s) from the jobsite, with no change to the contract schedule or additional cost to the State.
- D. The Contractor shall consider the safety of the Facility's students at all times, and shall maintain excavations, scaffolding/ladders, equipment, tools, and materials in as safe a manner as possible during and after working hours.
- E. Vehicles should be locked and parked in areas designated by the Facility Representative.
- F. Neither the Owner nor DESE assumes responsibility for the Contractor's vehicles, equipment, tools, or materials.
- G. The Contractor shall coordinate and communicate planned daily work activities with the Facility Representative at least two (2) working days in advance. This will allow time for the Facility Representative to consider temporarily relocating special education students whose health could be adversely affected by loud noises, chemical odors, temperature extremes, etc.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

- 1. All employees of an OA/FDMC contractor (or subcontractor performing work under an OA/FMDC contract) are required to submit a fingerprint check through the Missouri State Highway Patrol (MSHP) and the FBI enabling OA/FMDC to obtain state and national criminal background checks on the employees, unless stated otherwise in the Contractor's contract.
- 2. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
- 3. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to <u>FMDCSecurity@oa.mo.gov</u> a list of the names of the Contractor's employees who will be fingerprinted and a signed OA/FMDC Authorization for Release of Information Confidentiality Oath for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: <u>https://oa.mo.gov/facilities/facilitiesoperations/security-information/fmdc-contractor-background-and-id-badge</u>
- 4. Fingerprints and Authorization for Release of Information Confidentiality Oath form are valid for one (1) year and must be renewed annually. Changing or adding locations may result in additional required documentation. Certain employees may be required to be fingerprinted more frequently. OA/FMDC reserves the right to request additional background checks at any time for any reason.
- 5. The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov within 48 hours of anyone severing employment with their company.

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 NO ASBESTOS AND NO LEAD CERTIFICATION REQUIREMENTS

- A. No asbestos containing material (1.0% asbestos by dry weight) or lead containing material (0.06% or 600ppm/10,000ppm lead by dry weight) shall be included in any project submittals or physically installed during construction work on this project.
- B. USEPA regulations exclude local education agencies (i.e., DESE MSB, MSD, & SSSH) from the requirements of inspection, sampling, and analysis of homogenous areas that have been newly constructed or repaired/replaced in special education school buildings; where an Architect or Project Engineer responsible for the construction, or an Accredited Inspector,

provides a signed statement that no asbestos (or lead) was specified, or used, as a building material (or system component) in any project construction documents, or physically installed as part of the project work. It is recommended that the Contractor research each material/component used on the job to verify that it contains no asbestos or lead (i.e., look at manufacturer's cut-sheet specifications, Material Safety Data Sheets, DOT shipping classification, or even contact the manufacturer for their verification); then, the Contractor should write on each project submittal: "To the best of my knowledge, items covered by this submittal contain no asbestos or lead containing material".

C. Contractor Certification Requirement

- 1. Prior to final payment, the Contractor shall submit a signed letter on company letterhead certifying that, to the best of its knowledge, no asbestos or lead containing materials were used or installed during the work. The Contractor shall address the letter to the Service Level Manager/ Designated Person for FMDC, at P.O. Box 809, Jefferson City, MO 65102, and (if applicable) to the Architect or Project Engineer. The letter shall reference the Site/Facility Name, Project Number, Project Title, and shall include the following statement:
- 2. "The Contractor certifies, to the best of its knowledge, that no asbestos containing material (1.0% asbestos by dry weight) or lead containing material (0.06% or 600ppm/10,000ppm lead by dry weight) was included in any project submittals or physically installed during construction work on this project. Contractor agrees to pay all costs incurred by the Owner discovering, abating, and/or restoring any component or portion of the work that is later found to include an asbestos or lead containing material in excess of these limitations."
- D. Architect or Project Engineer Certification
 - 1. As part of the final as-built/close-out document submittal requirements, it is requested that the Project Architect or Engineer (or Accredited Inspector as a last resort) responsible for design and submittal approval, submit a signed letter on company letterhead that references the Site/Facility Name, Project Number, Project Title, and includes the following statement:
 - 2. "As the Designer, or Accredited Inspector, I certify, to the best of my knowledge, that no asbestos containing material (1.0% asbestos by dry weight) or lead containing material (0.06%, or, 600ppm/10,000ppm lead by dry weight) was specified in the construction documents, or approved for installation by the Contractor during construction work, on this project."

3.6 DRUG & ALCOHOL TESTING PROGRAM CONTRACTUAL REQUIREMENT (1 CSR 30-7.010)

A. BASIS AND LEGAL REQUIREMENTS

1. In an effort to create safe and healthy schools and workplaces, the State of Missouri requires that Contractors and Subcontractors shall maintain and enforce a written substance abuse testing program for public works construction projects on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. This policy is not intended to be a substitute for the Contractor's or Subcontractor's complete written substance abuse policy. These

requirements shall be the minimum requirements for complying with Section 161.371, RSMo, and may be supplemented at the discretion of the Contractor or Subcontractor.

- 2. The State of Missouri has a vital interest in protecting the safety of students and maintaining safe, healthful, and efficient working conditions for both the state and its' Contractors' and Subcontractors' employees; and has determined that the educational and work environment is safer and more productive without the presence of illegal or inappropriate drugs, alcohol, or other substances in the body or on state property on which any state elementary or secondary school is located or being constructed or improved.
- 3. The use of illegal drugs, on or off duty, is inconsistent with law-abiding behavior expected of all persons. The use of illegal drugs, or abuse of alcohol or prescription drugs, may impair the ability of employees to perform tasks that are critical to proper work performance. The result is an increase in accidents and failures that pose a serious threat to the safety of all students, employees, visitors and the general public. Impaired employees also tend to be less productive, less reliable and prone to greater absenteeism, resulting in the potential for increased cost and delays in the timely completion of contracts.

B. CONTRACTUAL REQUIREMENTS

- 1. Each contract entered into for the performance of work on any public and charter elementary or secondary project subject to the control of the State of Missouri shall require that each Contractor and each Subcontractor have in place a drug and alcohol testing program consistent with this rule. These contractual requirements shall apply to Contractor and Subcontractor employees on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri, including workers, new hires, replacements, and supervisory personnel. The Contractor and all Subcontractors shall comply with this contractual requirement. The State of Missouri shall determine, in its sole discretion, when this contractual requirement shall be applicable; and in such instances, any bid submitted in response to a request for proposal shall comply with this contractual requirement.
- 2. In order to be eligible to perform work on public and charter elementary and secondary education construction projects that are subject to the control by the State of Missouri, a Contractor must have and enforce a written drug and alcohol testing program incorporating the following testing requirements, terms and conditions applicable to all its employees, prospective employees and Subcontractors. Neither employee nor prospective employee of a Contractor or Subcontractor shall be permitted to work on public and charter elementary and secondary education construction projects that are subject to this rule unless such employee submits to testing as required by the contractual requirement required by this rule.
- 3. Each Contractor and Subcontractor subject to this rule shall train its' supervisory employees in methods that will allow them to recognize the signs and symptoms of substance abuse and to take action provided by this contractual requirement in a manner consistent with generally accepted safety training procedures.
- 4. Each Contractor and Subcontractor subject to this rule is responsible for the cost of developing, implementing, and enforcing its drug and alcohol testing program, including the cost of drug and alcohol testing of its employees provided by the contractual requirement required by this rule.
- 5. Each Contractor shall furnish a copy of its drug and alcohol testing program and certify that it and its' Subcontractors are in compliance with the provisions of this rule to the State of Missouri at the time it submits a bid for any contract with the State of Missouri

for work on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. Additionally, each Subcontractor shall furnish a copy of its substance abuse testing program to the Contractor prior to commencement of work on public and charter elementary and secondary education construction projects that are subject to this contractual requirement. The Contractor may reject a Subcontractor's program as noncompliant with the contractual requirement required by this rule.

C. TESTING REQUIREMENTS

- 1. PRE-ENGAGEMENT TESTING: Testing for all substances other than alcohol as described in this rule shall be conducted by each Contractor and Subcontractor for its employees or prospective employees within 120 days prior to any employee's appearance on a public and charter elementary and secondary education construction project that is subject to this contractual requirement. Contractors' or Subcontractors' employees that can provide certification of a previous drug test occurring within 120 days or employees that have been subject during the preceding consecutive two (2) years to a random and periodic selection program that meets the standards as set forth in this rule and, if the employee actually has been tested, that indicates a negative result for each of the substances listed herein, may be exempted from pre-engagement testing provided by this rule. If the employee was not employed by the Contractor or Subcontractor that is his or her current employer at the time of the previous test, the employee may be exempted from pre-engagement test directly from the administrator of the testing program that conducted the previous test.
- 2. RANDOM TESTING: All employees of the Contractor and Subcontractor shall be subject to random testing by the Contractor or Subcontractor. For employees holding a commercial driver license, the annualized drug and alcohol testing rate shall comply with 49 CFR Part 382, as may be amended from time to time and similar applicable regulations of the Federal Highway Administration. All other employees of the Contractor or Subcontractor shall be subject to testing for all substances other than alcohol at the random annualized selection rate of fifty (50) percent of the Contractor's or Subcontractor's employees. Employees selected for random testing shall report in a timely manner to the drug and alcohol testing laboratory or collection site where directed for drug and/or alcohol testing.
- 3. PERIODIC TESTING: All employees working on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to periodic and random testing for all substances other than alcohol on at least a biannual basis. Employees subject to periodic testing shall report in a timely manner as directed to the drug and alcohol testing laboratory or collection site for drug testing.
- 4. REASONABLE SUSPICION TESTING: All employees of the Contractor and Subcontractor on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to a drug and alcohol test when an employee is acting in an abnormal manner that leads a supervisory employee of the Contractor or Subcontractor to have reasonable suspicion that the employee is under the influence of alcohol or controlled substances. Reasonable suspicion means suspicion based on specific personal observations by the supervisory employee concerning the appearance, behavior, speech or breath odor of the employee.
- 5. POST-ACCIDENT/INCIDENT TESTING: All employees of Contractors and Subcontractors on public and charter elementary and secondary education construction projects who are subject to this rule shall be subject to a drug and alcohol test following an on-the-job injury requiring medical treatment or following a serious or potentially

serious incident, including near misses, during which safety precautions were violated, persons were or could have been injured, unsafe instructions or orders were given, vehicles, equipment, or property was damaged, careless acts were performed, or when prescribed personal protective or safety equipment was not worn. Employees involved or who may have contributed to the incident, shall be subject to a drug and alcohol test. If it is impossible or impractical, because of the physical condition of the person involved in the accident to be subjected to drug and alcohol testing; and if in subsequent medical treatment, that person's blood or other bodily fluid will be drawn, then that blood or other bodily fluids may be analyzed for drugs and alcohol.

D. SUBSTANCE ABUSE TESTING PROTOCOLS

- 1. A Contractor or Subcontractor subject to the provisions of this rule shall perform preengagement, random, periodic, reasonable suspicion, and post-accident/incident testing in the following manner:
 - a. Drug Testing
 - 1) All urine samples collected under this program shall be analyzed by a laboratory certified by the National Institute on Drug Abuse/Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography /Mass Spectrometry (GC/MS) confirmation test. All samples confirmed by the laboratory as non-negative shall be interpreted as positive or negative by a Medical Review Officer licensed by the American Association of Medical Review Officers, American College of Occupational and Environmental Medicine, Medical Review Officer Certification Council, or American Society of Addiction Medicine.
 - b. Alcohol Testing
 - 1) The initial screening tests for alcohol shall be performed by using either a saliva test or a DOT approved breathalyzer.
 - 2) Alcohol confirmatory tests shall be performed by either a blood alcohol test or a DOT approved breathalyzer.
- 2. Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.
- 3. The program shall require notification to the employer and employee of the results of any non-negative drug and alcohol test and the Division of Facilities Management, Design and Construction shall be notified of the action taken to protect the safety of students as a result of such positive test, provided that no requirement of individual confidentiality of test results provided by federal law or regulation or state statute shall be violated in providing such notifications.

E. THRESHOLD LIMITS

1. All samples collected shall be analyzed by a laboratory certified by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the substances and levels of such substances provided by 49 CFR Part 40 and for alcohol as provided by 49 CFR Part 382, as may be amended from time to time. The levels that shall be deemed to result in a negative test result shall be defined by 49 CFR Part 40 and 49 CFR Part 382, as may be amended from time to time; provided that if such regulations shall no longer define substances and testing levels in the future, testing as required by this rule shall screen for the following substances that shall not exceed the following levels in order to be deemed a negative test result:

F. (EMIT) CONFIRMED/(GC/MS) CONFIRMATION TEST:

- 1. Drug tested/ Initial Level(ng/ml)/ Cut-Off Level(ng/ml)
 - a. Amphetamines/500/250 Includes Amphetamines, Methamphetamines and Ecstasy (MDMA)
 - b. Barbiturates/300/200
 - c. Benzodiazepines/300/200
 - d. Cocaine Metabolite/150/100
 - e. Cannabinoids (Marijuana THC)/50/15
 - f. Methadone/300/200
 - g. Opiates:
 - 1) Codeine/Morphine/2000/2000
 - 2) Heroine Metabolite/10/10
 - 3) Phencyclidine (PCP)/25/25
 - 4) Propoxyphene/300/200
 - 5) Breath/Blood Alcohol Content (BAC)/.04%/.04%
 - 6) Removal from jobsite (BAC)/.0200-.0399%/.0200%-.0399%

G. REFUSAL TO SUBMIT TO TESTING/CONFIRMED POSITIVE RESULTS

- 1. Any employee of a Contractor or Subcontractor performing any duties or work that are subject to this rule who refuses to submit to testing or receives a confirmed positive test result for any of the substances indicated in Section E shall be required to immediately leave the construction site and be prohibited from returning to any construction site subject to control of the State of Missouri until evidence is provided of the completion of the reinstatement procedures as set forth in section G.
- 2. Determination for Violation of Policy
 - a. A confirmed positive drug or alcohol test.
 - b. Failure to contact the Medical Review Officer as directed.
 - c. Failure to report as directed for random testing.
 - d. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee with such ingested substances for non-medical reasons on a public and charter elementary and secondary education construction project subject to the control of the State of Missouri.

- e. Working, reporting to work, being on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri, or in a state or employer owned, leased or rented vehicle, while under the influence of alcohol (0.04% BAC or greater).
- f. Switching, adulterating or attempting to tamper with any sample submitted for drug or alcohol testing or otherwise interfering or attempting to interfere with the testing process.
- g. Refusal to submit a specimen for testing shall be deemed to be a positive test result and shall be subject to the same consequences as specimens tested and confirmed as positive.
- h. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

H. REINSTATEMENT PROCEDURES

- 1. An employee receiving a confirmed positive test result for any of the substances indicated in Section 5 may return to work on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri only after the following conditions have been satisfied:
- 2. Evidence is submitted to the Contractor or Subcontractor that the employee has completed or is actively participating in an approved drug/alcohol assessment, treatment, and/or counseling program. The costs of this assessment, treatment or program need not be borne by the Contractor or Subcontractor.
- 3. Evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of Sections E and F of this rule. The costs of this subsequent retesting need not be borne by the Contractor or Subcontractor.
- 4. The employee shall be subject to additional random drug and alcohol testing on a monthly basis while on any public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri. The costs of this additional testing, treatment or program need not be borne by the Contractor or Subcontractor.
- 5. An employee known by the Contractor or Subcontractor to have previously had a positive test result who receives a second or subsequent confirmed positive test result in connection with subsequent testing required by this Section H of this rule shall be removed by the Contractor or Subcontractor from all public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. The employee shall not return to work on any public and charter elementary and secondary education construction project subject to this rule until that the employee has completed an approved drug/alcohol assessment, treatment, and/or counseling program; and until after evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of sections E and F of this rule and that indicates a blood alcohol concentration of less than 0.02 percent.

I. COMPLIANCE DETERMINATION

- 1. The State of Missouri may audit any substance abuse testing program implemented pursuant to this contractual requirement to verify compliance, upon at least 24 hours notice by the State to the Contractor of its intent to audit. The State shall have free access to all relevant records of the Contractor and its Subcontractors for this purpose.
- 2. Any portion of this program that is in violation of applicable federal or state law or

regulation shall be deemed unenforceable.

3.7 DISRUPTION OF UTILITIES

- A. The Contractor shall give a minimum of 72 hours written notice to the Construction Representative and Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.
- B. The contractor shall give a minimum of 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 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 013513.13

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. Sanitary facilities, including drinking water
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds
 - 2. Hoists and temporary elevator use
 - 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. Barricades, warning signs, and lights
 - 2. Sidewalk bridge or enclosure fence for the site
 - 3. Environmental protection

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
 - 1. Building code requirements
 - 2. Health and safety regulations
 - 3. Utility company regulations
 - 4. Police, fire department, and rescue squad rules
 - 5. Environmental protection regulations
- 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. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry".
 - 1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
 - 3. For fences and vision barriers, provide minimum 3/9" (9.5mm) thick exterior plywood.
 - 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8" (16mm) thick exterior plywood.
- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Paint: Comply with requirements of Division 9 Section "Painting".
 - 1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 - 2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
 - 3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.
- E. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- F. Water: Provide potable water approved by local health authorities.

G. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized steel pipe posts, 1¹/₂" (38mm) ID for line posts and 2¹/₂" (64mm) ID for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ³/₄" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. 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.
- H. 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.
- I. 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. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 - 4. 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 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, temporary heating and cooling shall be provided. Such interruptions shall be pre-scheduled with the Construction Representative.
- E. Temporary Heating: Provide temporary heat required by construction activities for occupant comfort or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
 - 1. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control.

- 2. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- F. 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.
 - 1. Shield toilets to ensure privacy.
 - 2. Provide separate facilities for male and female personnel.
 - 3. Provide toilet tissue materials for each facility.
- 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.
 - 3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- H. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinkingwater units, including paper supply.
 - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

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. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip office as follows:
- C. Storage facilities: Install storage sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere onsite.
- D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
 - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment

of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.

- 2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
- 3. Close openings through floor or roof decks and horizontal surfaces with loadbearing, wood-framed construction.
- 4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative.
- H. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
 - 1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
 - 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- I. 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. Do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.
- B. 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.
- 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.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines.
- 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.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period.

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 remove all scrap, debris, and waste material from the jobsite.
 - 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.
- B. Site
 - 1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
 - 2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.

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

3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 3. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
 - 5. Remove snow and ice to provide safe access to the building.
 - 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 8. Broom clean concrete floors in unoccupied spaces.
 - 9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
 - 10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-

obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- 11. Remove labels that are not permanent labels.
- 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- 14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
- 15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- 16. Clean ducts, blowers, and coils if units were operated without filters during construction
- 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
- Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
- 19. 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.

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.

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 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. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 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 Engineer.

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.

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removal of existing mechanical and electrical equipment, wiring, and conduit in areas noted on Drawings.

1.2 SEQUENCING

- A. Demolition activities shall be indicated on the construction schedule and shall not commence until approved in writing by the Owner or Engineer.
- B. Contractor is advised that demolition will be an on-going procedure with portions of the work required at various times as construction work progresses.
- C. Exercise care in removal of equipment and material to prevent damage to roofs, floors, walls and/or equipment/contents which will remain.
- D. Contractor shall be responsible for removal and disposal of all debris promptly as work progresses; retaining and temporarily storing on site only that material designated, as noted above, for reuse.

1.3 COORDINATION

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Coordinate and sequence demolition so as not to cause shutdown of operation of surrounding areas.
- C. Obtain all necessary demolition permits, land fill disposal permits, etc. necessary for proper and authorized execution of the work.

1.4 WORKMANSHIP

- A. Exercise care in removal of equipment and material to prevent damage to roofs, floors, walls and/or equipment/contents which will remain.
- B. During demolition procedures, all roof opening shall be kept weathertight to prevent infiltration of air or water through the roof openings.

1.5 HAZARDOUS MATERIALS

A. An Asbestos Management Plan Reinspection Survey Report was performed in 2018 and no asbestos containing materials were observed. The report assumes asbestos to be present in the boiler. An electronic copy of this report will be provided by OA-FMDC upon request.

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.
- B. Verify termination points for demolished services.

3.2 PREPARATION

A. Erect, and maintain temporary safeguards, for protection of the public, Owner, Contractor's employees, and existing improvements to remain.

3.3 DEMOLITION

- A. Demolition Drawings are based on casual field observation. Report discrepancies impacting demolition activities to Architect/Engineer before disturbing existing installation.
- B. Remove pipe, conduit, wire, boxes, fastening devices, and other ancillary components scheduled for removal to avoid any interference with new installation.
- C. Install temporary wiring and connections to maintain required existing systems in service during construction.
- D. Repair adjacent construction and finishes damaged during demolition and extension work.
- E. Protect and retain services to existing active equipment remaining.

3.4 CLEANING

- A. Remove demolished materials as work progresses. Legally dispose.
- B. Keep workplace neat.

SECTION 031100 - CONCRETE FORMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work includes
 - 1. Provide formwork as specified herein and as may be detailed on the drawings for all cast-in-place concrete required for the project.

B. Related work

- 1. Specified elsewhere
 - a. Excavating for footings and other earthwork specified in Division 31.

1.2 SUBMITTALS

- A. Shop Drawings
 - 1. Submit for Architect' approval: (electronic copy required).
 - a. Layout of foundation formwork required for the project.

B. Product Data/Samples

- 1. Submit for Architect's approval:
 - a. Manufacturer's data sheets and installation instructions:
 - 1) Form coatings.
 - 2) Form ties and accessories.
 - 3) Manufactured form systems, if proposed for use.

1.3 QUALITY ASSURANCE

- A. Design of formwork
 - 1. Design, construction, and safety are the Contractor's responsibility.
- B. Standards
 - 1. Any procedure, material, or operation specified by reference to American Concrete Institute (ACI) shall comply with the current or most recent Standard.
 - 2. Work of this section shall comply with all pertinent provisions of ACI 347.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Facing panels
 - 1. Wood, metal, or fiber conforming to ACI 347.
 - a. Smooth faced undamaged plywood or other panel type materials acceptable to Architect, to provide continuous, straight, smooth surfaces.
 - b. Furnish in largest practicable sizes to minimize number of joints.
 - c. Of sufficient thickness and strength to withstand pressure of newly placed concrete with excessive or objectionable bow or deflection.
- B. Form ties
 - 1. Architect approved design.
 - 2. Fixed or adjustable length with break free feature removing all external parts to a depth not less than 3/4" beneath finished surface of concrete.
- C. Coatings/Release agents
 - 1. Compatible with finish requirements.
 - 2. Must not bond with, stain, or adversely affect concrete surfaces.
 - 3. Must not impede the wetting of surfaces to be cured with water or curing compounds.

2.2 DESIGN OF FORMWORK

- A. General
 - 1. Design, erect, support, brace, and maintain formwork of sufficient strength to:
 - a. Safely support all dead and live loads to which it is subjected, including impact loading from any equipment, without displacement.
 - b. Provide concrete members and/or structures of correct size, shape, alignment, elevation, and proper position.
 - 2. Support form facing materials by adequately sized structural members spaced sufficiently close to prevent objectionable deflection.
 - 3. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during placement of concrete.
 - a. Wedges or jacks, or a combination thereof.
 - 4. Provide formwork sufficiently tight to prevent leakage.
 - a. Solidly butt joints and provide backup material at joints as necessary.
- B. Earth Forms
 - 1. If soil conditions permit, side forms for footings may be omitted, but only if approved by Architect.
 - 2. Where soil conditions permit and if approved by Architect, contractor may elect to use earth forms for footings.

a. Minimum footing dimensions shall be as shown or noted on the drawings. Maximum variation over the dimensions shown or noted is 10% for widths of continuous type footings and 5% over each dimension of individual pad footings. If these conditions cannot be met, forms for exact sizes shown will be required.

PART 3 - EXECUTION

3.1 CONSTRUCTION/FABRICATION

- A. Comply with all pertinent provisions of ACI 347.
- B. Conform to shapes, lines, and dimensions called for on drawings.
- C. Constructed/fabricated for easy removal without damaging concrete surfaces.
- D. Provide for openings, offsets, sinkages, keyways, recesses, moldings, anchors/anchor slots, inserts, chamfers, and other features as required.

3.2 FORMING

- A. Forms shall be set to true lines and levels and shall be constantly monitored during placement of concrete by qualified workmen to assure final proper position and condition of all concrete work.
- B. Fit and set forms placed in successive units for continuous surfaces to accurate alignment.
- C. Properly support and brace forms to maintain accurate position and alignment during placement and curing of concrete.

3.3 REMOVAL OF FORMS

- A. Forms shall be left in place until concrete has acquired adequate strength to safely support its own weight and the loads thereon.
 - 1. Wall forms shall be left in place a minimum of 24 hours. Such forms may be removed after cumulatively curing at not less than 10 deg. C (50 degrees F) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations.
 - 2. Forms for columns, beams, elevated slabs, stairs, shall be left in place a minimum of 21 days or as directed by Architect.

3.4 **RE-USE OF FORMS**

- A. Clean and properly repair surfaces of forms to be re-used in the work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable.
- B. Apply new form coating compound material to concrete contact surfaces prior to re-use.

SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work includes
 - 1. Provide complete, in place, all concrete reinforcement required for all cast-in-place concrete work for the project, as shown or noted on the drawings and as specified herein.

B. Related work

- 1. Specified elsewhere
 - a. Concrete forming specified in Section 031100.
 - b. Cast-in-place concrete specified in Section 033000.

1.2 SUBMITTALS

- A. Shop drawings
 - 1. Submit for Architect's approval: (electronic copy required).
 - a. Complete fabrication and layout drawings covering all details of concrete reinforcement, including bar schedules, stirrup spacing, diagrams of bent bars, and arrangements and assemblies.
 - 2. Detail shop drawings in accordance with ACI 315.

1.3 QUALITY ASSURANCE

- A. Standards
 - 1. Any procedure, material, or operation specified by reference to the following standards, specifications, or codes shall comply with the current or most recent issue.
 - 2. Work of this section shall comply with all pertinent provisions of the following:
 - a. American Society for Testing and Materials (ASTM) Specifications as listed elsewhere for various materials required.
 - b. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice".
 - c. American Concrete Institute (ACI) ACI 318.

1.4 PRODUCT HANDLING

A. Deliver reinforcement to job site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on shop drawings.

B. Store reinforcement at job site in a manner to prevent damage and accumulation of dirt and excessive rust.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Bar Reinforcing ASTM A 615, Grade 60, sizes as detailed or noted on the drawings.
 - 1. Mat fabrication ASTM A 184.
- B. Steel Wire ASTM A 82.
- C. Mesh reinforcing ASTM A 185, Welded Steel Wire Fabric, sizes and weights as detailed or noted on the drawings.
- D. Supports for Reinforcement Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place:
 - 1. Use wire bar type supports complying with CRSI recommendations, unless otherwise indicated on the drawings.
 - 2. Do not use wood, brick, or other unacceptable materials.
 - 3. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - 4. For exposed to view concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dipped galvanized or plastic protected legs.

2.2 FABRICATION

- A. General Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI Manual. In case of fabrication errors, do not straighten bars in a manner that will injure or weaken the material.
- B. Bars shall be bent cold. Bend & hooks shall conform to ACI 318.
- C. Unacceptable materials reinforcement with any of the following defects will not be permitted in the work:
 - 1. Bar lengths, depths, and bends exceeding specified fabrication tolerances.
 - 2. Bends or kinks not indicated on drawings or final shop drawings.
 - 3. Bars with reduced cross-section due to excessive rusting or other cause.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the substrate, formwork, and the conditions under which concrete reinforcement is to be placed. Do not proceed with the work until all unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General Comply with the specified standards for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
 - 1. At time concrete is placed, metal reinforcement shall be free from rust, scale, oil, grease, dirt or other foreign material.
- C. Reinforcement shall be accurately positioned and firmly secured against displacement.
 - 1. Arrange, space, and securely tie bars and bar supports together to hold accurately in position during concrete operation.
 - a. Wire tie or clip at all intersections.
 - 2. Provide spacers, support bars, chairs and bolsters in accordance with CRSI-75. All such items in areas of exposed concrete shall be galvanized or plastic covered.
- D. During placement of concrete the position and condition of all reinforcement shall be constantly monitored by qualified workmen to assure compliance with specified clearances.
- E. Clearances (face of concrete to near edge of rebar):
 - 1. Footings: 3 inches.
 - 2. Walls: 1-1/2 inches.
 - 3. Beams & Columns: 1-1/2 inches.
 - 4. Slabs on Grade: Center of slab unless noted otherwise on drawings.
 - 5. Backfill surfaces: 2 inches.

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
 - 1. Foundations.
 - 2. Slabs on grade.
 - 3. Control, expansion and contraction joint devices.
 - 4. Equipment pads.
 - 5. Concrete Toppings.
 - 6. Other items as indicated on drawings.
- B. Related Sections:
 - 1. Section 031100 Concrete Forming.
 - 2. Section 032000 Concrete Reinforcing.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 Specifications for Structural Concrete.
 - 2. ACI 305 Hot Weather Concreting.
 - 3. ACI 306.1 Standard Specification for Cold Weather Concreting.
 - 4. ACI 308.1 Standard Specification for Curing Concrete.
 - 5. ACI 318 Building Code Requirements for Structural Concrete.
- B. ASTM International:
 - 1. ASTM C31 Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. ASTM C33 Standard Specification for Concrete Aggregates.
 - 3. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. ASTM C42 Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
 - 5. ASTM C94 Standard Specification for Ready-Mixed Concrete.
 - 6. ASTM C143 Standard Test Method for Slump of Hydraulic Cement Concrete.
 - 7. ASTM C150 Standard Specification for Portland Cement.
 - 8. ASTM C172 Standard Practice for Sampling Freshly Mixed Concrete.
 - 9. ASTM C173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 - 10. ASTM C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 11. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete.
 - 12. ASTM C330 Standard Specification for Lightweight Aggregates for Structural Concrete.
 - 13. ASTM C494/C494M Standard Specification for Chemical Admixtures for Concrete.
 - 14. ASTM C595 Standard Specification for Blended Hydraulic Cements.
 - 15. ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.

- 16. ASTM C685 Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
- 17. ASTM C845 Standard Specification for Expansive Hydraulic Cement.
- 18. ASTM C989 Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
- 19. ASTM C1017 Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
- 20. ASTM C1064 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
- 21. ASTM C1107 Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
- 22. ASTM C1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
- 23. ASTM C1157 Standard Performance Specification for Hydraulic Cement.
- 24. ASTM C1218 Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
- 25. ASTM C1240 Standard Specification for Silica Fume Used in Cementitious Mixtures.
- 26. ASTM D994 Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- 27. ASTM D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- 28. ASTM D1752 Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- 29. ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- 30. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
- 31. ASTM E119 Standard Test Methods for Fire Tests of Building Construction and Materials.
- 32. ASTM E1643 Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
- 33. ASTM E1745 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 SUBMITTALS

- A. Product Data: Submit data on joint devices, attachment accessories and admixtures.
- B. Design Data:
 - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - b. Air entrained concrete work.
 - 2. Identify mix ingredients and proportions, including admixtures.
 - 3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
- C. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

1.4 QUALITY ASSURANCE.

A. Perform Work in accordance with ACI 301 and ACI 318.

- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.
- D. Acquire cement and aggregate from one source for Work.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.
- B. Maintain high early strength concrete temperature after installation at minimum 50 degrees F for minimum 3 days.

1.6 COORDINATION

A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150; Portland Type: Type I Normal, Type IA Air Entraining
- B. Normal Weight Aggregates: ASTM C33.
 - 1. Coarse Aggregate Maximum Size: 3/4 inches, In accordance with ACI 318.
- C. Water: ACI 318; potable, without deleterious amounts of chloride ions.

2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494.
 - 1. Type A Water Reducing.
 - 2. Type B Retarding.
 - 3. Type C Accelerating.
 - 4. Type D Water Reducing and Retarding.
 - 5. Type E Water Reducing and Accelerating.
 - 6. Type F Water Reducing, High Range.
 - 7. Type G Water Reducing, High Range and Retarding.
- C. Fly Ash: ASTM C618 Class C or F.
- D. Silica Fume: ASTM C1240
- E. Slag: ASTM C989; ground granulated blast furnace slag

- F. Plasticizing: ASTM C1017/C1017M.
 - 1. Type I, plasticizing.
 - 2. Type II, plasticizing and retarding.

2.3 ACCESSORIES

- A. Bonding Agent:
 - 1. Manufactures:
 - a. Sika Sikadur 32 High-Mod.
 - b. Euclid Duralbond.
 - c. W.R. Meadows Intralok
 - d. Substitutions: Permitted upon approval of Engineer
- B. Vapor Retarder: ASTM E1745 Class A 15 vapor barrier; type recommended for below grade application. Furnish joint tape recommended by manufacturer.
 - 1. Manufactures:
 - a. Stego Industries, LLC, Stego Wrap Vapor Barrier.
 - b. Substitutions: Permitted upon approval of Engineer
 - c. W.R. Meadows Perminator 15 mil.
 - d. Poly-America Husky Yellow Guard 15 mil.
- C. Non-Shrink Grout: ASTM C1107/C1107M; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 CONCRETE MIX

A. Provide concrete to the following criteria for concrete exposed to weather:

Material and Property	Measurement
Compressive Strength (7 day)	3000 psi
Compressive Strength (28 day)	4000 psi
Cement Type	ASTM C150
Aggregate Type	Normal weight
Min. Cementitious Content	658 lb/cu yd
Water-Cement Ratio (maximum)	0.42 by weight
Aggregate Size (maximum)	3/4 inch
Aggregate Size (minimum)	1/2 inch
Air Content	6 percent plus or minus 1.5 percent

Fly Ash Content:	20 percent of cementitious materials by weight, maximum
Slump	4 inches plus or minus 1 inch

- B. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect/Engineer.
 - 1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
 - 2. Do not use calcium chloride nor admixtures containing calcium chloride.
 - 3. Use set retarding admixtures during hot weather.
 - 4. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing or deicing chemicals
- C. Average Compressive Strength Reduction: Not permitted.
- D. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94 and ASTM C685.
- E. Site Mixed Concrete: Mix concrete in accordance with ACI 318.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- D. Remove water from areas receiving concrete before concrete is placed.
- E. Concrete can be place under water using tremie as approved by engineer.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 301 and ACI 318.

- B. Notify testing laboratory and Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and are not disturbed during concrete placement.
- D. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643; place sheets in position with longest dimension parallel with direction of pour.
 - 1. Level and compact base material.
 - 2. Extend vapor barrier to the perimeter of the slab. If practicable, terminate it at the top of the slab, otherwise (a) at a point acceptable to the structural engineer or (b) where obstructed by impediments (such as dowels, water-stops, or any other site condition requiring early termination of the vapor barrier). At the point of termination, seal vapor barrier to the foundation wall, grade beam or slab itself.
 - 3. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
 - 4. Apply seam tape to a clean and dry vapor barrier.
 - 5. Seal all penetrations (including pipes) per manufacturer's instructions.
 - 6. Avoid the use of non-permanent stakes driven through vapor retarder.
 - 7. If non-permanent stakes are driven through vapor retarder, repair as recommended by vapor retarder manufacturer.
 - 8. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material of similar (or better_ permeance, puncture, and tensile; lap over damaged areas minimum 6inches and seal watertight.
- E. Separate slabs on grade from vertical surfaces with 1/2 inch thick joint filler unless otherwised shown on drawings.
- F. Deposit concrete at final position. Prevent segregation of mix.
- G. Place concrete in continuous operation for each panel or section determined by predetermined joints.
- H. Consolidate concrete.
- I. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- J. Place concrete continuously between predetermined expansion, control, and construction joints.
- K. Do not interrupt successive placement; do not permit cold joints to occur.
- L. Place floor slabs in saw cut pattern indicated.
- M. Saw cut joints within 12 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.
- N. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/8 inch in 10 ft.
- O. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1/8 inch per foot nominal unless otherwise indicated on drawings. Areas that have floor drains shall not be required to meet the levelness tests.

3.4 SEPARATE FLOOR TOPPINGS

- A. Prior to placing floor topping, roughen substrate concrete surface and remove deleterious material. Broom and vacuum clean.
- B. Place required reinforcing and other items to be cast in.
- C. Apply bonding agent to substrate.
- D. Place concrete floor toppings to required lines and levels.
- E. Screed toppings level, maintaining surface flatness maximum 1/8 inch in 10 ft.

3.5 CONCRETE FINISHING

- A. Provide formed concrete surfaces as follows:
 - 1. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with the holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - a. Apply to concrete surfaces not exposed to public view.
 - 2. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - a. Apply to concrete surfaces exposed to public view.
 - 3. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.
- B. Finish concrete floor surfaces in accordance with ACI 301 and ACI 311].
- C. Wood float surfaces receiving quarry tile, ceramic tile or terrazzo with full bed setting system.
- D. Steel trowel surfaces receiving carpeting, resilient flooring, seamless flooring, thin set quarry tile or thin set ceramic tile.
- E. Steel trowel surfaces which are indicated to be exposed.

3.6 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Protect concrete footings from freezing for minimum 5 days.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

- D. Cure concrete in accordance with ACI 308.1.
- E. Cure floor surfaces in accordance with ACI 301 and ACI 318.

3.7 FIELD QUALITY CONTROL

- A. Owner shall engage a qualified testing and inspecting agency to perform field special structural inspections and testing in accordance with the applicable International Building Code and to submit reports.
- B. The contractor shall be responsible for scheduling the tests. The contactor shall be required to notify the owner's representative a minimum of 48 hours prior to all placement of concrete.
- C. Provide free access to Work and cooperate with appointed firm.
- D. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- E. Concrete Inspections:
 - 1. Periodic Placement Inspection: Inspect for proper installation procedures.
 - 2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
- F. Strength Test Samples:
 - 1. Sampling Procedures: ASTM C172.
 - 2. Cylinder Molding and Curing Procedures: ASTM C31, cylinder specimens, standard cured.
 - 3. Sample concrete and make one set of four cylinders for every 50 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
 - 4. When volume of concrete for any class of concrete would provide less than 5 sets of cylinders, take samples from five randomly selected batches, or from every batch when less than 5 batches are used.
 - 5. Make one additional cylinder during cold weather concreting, and field cure.
- G. Field Testing:
 - 1. Slump Test Method: ASTM C143.
 - 2. Air Content Test Method: ASTM C173 for normal weight concrete, ASTM C231 for lightweight concrete.
 - 3. Temperature Test Method: ASTM C1064.
 - 4. Measure slump and temperature for each compressive strength concrete sample.
 - 5. Measure air content in air entrained concrete for each compressive strength concrete sample.
- H. Cylinder Compressive Strength Testing:
 - 1. Test Method: ASTM C39.
 - 2. Test Acceptance: In accordance with ACI 318.
 - 3. Test one cylinder at 7 days.
 - 4. Test two cylinders at 28 days.
 - 5. Retain one cylinder for 56 days for testing when requested by Engineer.
 - 6. Dispose remaining cylinders when testing is not required.
- I. Core Compressive Strength Testing:

- 1. Sampling and Testing Procedures: ASTM C42.
- 2. Test Acceptance: In accordance with ACI 318.
- 3. Drill three cores for each failed strength test from concrete represented by failed strength test.
- J. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.8 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections as directed by Engineer and in accordance with ACI 301 and ACI 318.

3.9 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or corrective work.

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Structural shapes.
 - 2. Channels and angles.
 - 3. Hollow structural sections.
 - 4. Structural plates and bars.
 - 5. Bolts, connectors, and anchors.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate sizes, spacing, and locations of structural members, openings, connections, cambers, loads, and welded connections.
- B. Manufacturer's Mill Certificate: Certify products meet or exceed specified requirements.
- C. Mill Test Reports: Submit indicating structural strength, destructive and non-destructive test analysis.
- D. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
 - 1. Structural Steel: AISC 303 and AISC 360.
 - 2. Architecturally Exposed Structural Steel: AISC 303, Section 10.
 - 3. High Strength Bolted Connections: Specifications for Structural Joints Using ASTM A325 or A490 Bolts, prepared by RCSC Committee A.1.

1.4 QUALIFICATIONS

- A. Fabricator: Company specializing in performing Work of this section with minimum 10 years documented experience.
- B. Erector: Company specializing in performing Work of this section with minimum 5 years documented experience.
- C. Welders and Welding Procedures: AWS D1.1 qualified within previous 12 months.

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL

- A. Structural W-Shapes: ASTM A992, Grade 50.
- B. Structural M-Shapes: ASTM A36.
- C. Structural S-Shapes: ASTM A36.
- D. Channels and Angles: ASTM A36.
- E. Round Hollow Structural Sections: ASTM A500, Grade C.
- F. Square and Rectangular Hollow Structural Sections: ASTM A500, Grade C.
- G. Structural Plates and Bars: ASTM A36.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. Bolts: Heavy hex, structural type.
 - 1. ASTM A325; Type 1, hot dipped galvanized.
- B. Nuts: ASTM A563 heavy hex type.
 - 1. Finish: Hot dipped galvanized.
- C. Washers: ASTM F436; Type 1, circular.
 - 1. Finish: Hot dipped galvanized.
- D. Shear Connectors: ASTM A108; Grades 1015 through 1020, headed, unfinished and in accordance with AWS D1.1; Type B.

2.3 WELDING MATERIALS

A. Welding Materials: AWS D1.1; type required for materials being welded.

2.4 FABRICATION

- A. Continuously seal joined members by continuous welds. Grind exposed welds smooth.
- B. Fabricate connections for bolt, nut, and washer connectors.

2.5 FINISHES

A. Galvanized steel as indicated on drawings.

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- B. Structural Steel that is not galvanized shall be cleaned and primed. All exposed structural steel shall be primed and painted per Specification 099100.
- C. Galvanizing for Bolts, Connectors, and Anchors:
 - 1. Hot-Dipped Galvanizing:
 - a. Bolts, Nuts, and Washers: ASTM F2329.
 - b. Connectors and Anchors: ASTM A153/A153M.

2.6 ACCESSORIES

- A. Shop Primer: SSPC Paint 15, Type 1, red oxide.
- B. Touch-Up Primer: Match shop primer.
- C. Touch-Up Primer for Galvanized Surfaces: SSPC Paint 20 Type II Organic.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify bearing surfaces are at correct elevation.

3.2 PREPARATION

A. Furnish templates for installation of anchor rods and embedments in concrete and masonry work.

3.3 ERECTION

- A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
- B. Field weld components and shear connectors indicated on Drawings.
- C. Field connect members with threaded fasteners; torque to required resistance, tighten to snug tight for bearing type connections.
- D. Do not field cut or alter structural members without approval of Engineer.
- E. After erection, touch up welds and abrasions to match shop finishes.

3.4 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From Alignment: 1/4 inch.

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3.5 FIELD QUALITY CONTROL

- A. **Owner** shall engage a qualified testing and inspecting agency to perform field special structural inspections and testing in accordance with the applicable International Building Code and to submit reports.
- B. Bolted Connections: Inspect in accordance with AISC 303.
 - 1. Visually inspect all bolted connections.
- C. Welding:
 - 1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
 - 2. Visually inspect all welds.
- D. Correct defective bolted connections and welds.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or corrective work.

SECTION 223400 – FUEL FIRED DOMESTIC WATER HEATERS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following fuel-fired water heaters:
 - 1. Commercial, power-burner, storage, gas water heaters.
 - 2. Water heater accessories.

1.2 SUBMITTALS

- A. Product Data: For each type and size of water heater indicated. Include rated capacities, operating characteristics, furnished specialties, and accessories.
- B. Operation and maintenance data.
- C. Warranty.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. ASME Compliance: Where ASME-code construction is indicated, fabricate and label commercial water heater storage tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- C. Comply with NSF 61, "Drinking Water System Components Health Effects; Sections 1 through 9" for all components that will be in contact with potable water.

1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of fuel-fired water heaters that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including storage tank and supports.
 - b. Faulty operation of controls.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal use.
 - 2. Warranty Period:
 - a. Commercial, Gas Water Heaters: Three years for the tank and one year on parts.

PART 2 - PRODUCTS

2.1 COMMERCIAL, GAS WATER HEATERS

- A. Commercial, Power-Burner, Storage, Gas Water Heaters: Comply with ANSI Z21.10.3/CSA 4.3.
 - 1. Manufacturers:
 - a. American Water Heaters.
 - b. Rheem.
 - c. Smith, A. O. Water Products Company.
 - 2. Storage-Tank Construction: ASME-code steel with 150-psig working-pressure rating.
 - a. Tappings: Factory fabricated of materials compatible with tank. Attach tappings to tank before testing.
 - 1) NPS 2 and Smaller: Threaded ends according to ASME B1.20.1.
 - 2) NPS 2-1/2 and Larger: Flanged ends according to ASME B16.5 for steel and stainless-steel flanges, and according to ASME B16.24 for copper and copper-alloy flanges.
 - b. Interior Finish: Comply with NSF 61 barrier materials for potable-water tank linings, including extending finish into and through tank fittings and outlets.
 - 3. Factory-Installed, Storage-Tank Appurtenances:
 - a. Anode Rod: Non-sacrificial, powered anodes.
 - b. Dip Tube: Provide unless cold-water inlet is near bottom of tank.
 - c. Drain Valve: Corrosion-resistant metal complying with ASSE 1005.
 - d. Insulation: Comply with ASHRAE/IESNA 90.1. Surround entire storage tank except connections and controls.
 - e. Jacket: Steel with enameled finish.
 - f. Combination Temperature and Pressure Relief Valves: ANSI Z21.22/CSA 4.4. Include one or more relief valves with total relieving capacity at least as great as heat input, and include pressure setting less than water heater working-pressure rating. Select one relief valve with sensing element that extends into storage tank.
 - 4. Burner: Comply with UL 795 for power-burner water heaters and for natural-gas fuel.
 - a. Automatic Ignition: ANSI Z21.20, electric, automatic, gas-ignition system.
 - 5. Temperature Control: Adjustable thermostat.
 - 6. Safety Controls: Automatic, high-temperature-limit and low-water cutoff devices or systems.
 - 7. Special Requirements: NSF 5 construction.
 - 8. Draft Hood: Draft diverter; complying with ANSI Z21.12.
 - 9. Energy Management System Interface: Normally closed dry contacts for enabling and disabling water heater.

- B. Capacity and Characteristics:
 - 1. As specified on plan sheets.
 - 2. Electrical Characteristics: As specified on plan sheets.
 - 3. Minimum Vent Diameter: Per manufacturer's recommendations and National Fuel Gas Code, latest edition.

2.2 WATER HEATER ACCESSORIES

- A. Gas Shutoff Valves: ANSI Z21.15/CGA 9.1, manually operated. Furnish for installation in piping.
- B. Gas Pressure Regulators: ANSI Z21.18, appliance type. Include pressure rating, capacity, and pressure differential required between gas supply and water heater.
- C. Gas Automatic Valves: ANSI Z21.21, appliance, electrically operated, on-off automatic valve.
- D. Piping-Type Heat Traps: Field-fabricated piping arrangement according to ASHRAE/IESNA 90.1 or ASHRAE 90.2.

PART 3 - EXECUTION

3.1 WATER HEATER INSTALLATION

- A. Install commercial water heaters on concrete bases.
- B. Install water heaters level and plumb, according to layout drawings, original design, and referenced standards. Maintain manufacturer's recommended clearances. Arrange units so controls and devices needing service are accessible.
- C. Install gas water heaters according to NFPA 54.
 - 1. Install gas shutoff valves on gas supplies to gas water heaters without shutoff valves.
 - 2. Install gas pressure regulators on gas supplies to gas water heaters without gas pressure regulators if gas pressure regulators are required to reduce gas pressure at burner.
 - 3. Install automatic gas valves on gas supplies to gas water heaters, if required for operation of safety control.
- D. Install combination temperature and pressure relief valves in top portion of storage tanks. Use relief valves with sensing elements that extend into tanks. Extend commercial, water-heater, relief-valve outlet, with drain piping same as domestic water piping in continuous downward pitch, and discharge by positive air gap onto closest floor drain.
- E. Install water heater drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping for water heaters that do not have tank drains.
- F. Install thermometer on outlet piping of water heaters.
- G. Install piping-type heat traps on inlet and outlet piping of water heater storage tanks without integral or fitting-type heat traps.

H. Fill water heaters with water.

3.2 CONNECTIONS

A. Install piping adjacent to water heaters to allow service and maintenance. Arrange piping for easy removal of water heaters.

3.3 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections:
 - 1. Leak Test: After installation, test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, confirm proper operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace water heaters that do not pass tests and inspections and retest as specified above.

SECTION 230519 - METERS AND GAGES FOR HVAC PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Thermometers.
 - 2. Gages.

1.2 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 METAL-CASE, LIQUID-IN-GLASS THERMOMETERS

- A. Basis of Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Palmer Wahl Instruments Inc.
 - 2. Trerice, H. O. Co.
 - 3. Weiss Instruments, Inc.
 - 4. Weksler Instruments Operating Unit; Dresser Industries; Instrument Div.
- B. Case: Die-cast aluminum or brass, 9 inches long.
- C. Tube: Red or blue reading, mercury or organic-liquid filled, with magnifying lens.
- D. Tube Background: Satin-faced, nonreflective aluminum with permanently etched scale markings.
- E. Window: Glass.
- F. Connector: Adjustable type, 180 degrees in vertical plane, 360 degrees in horizontal plane, with locking device.
- G. Stem: Copper-plated steel, aluminum, or brass for thermowell installation and of length to suit installation.
- H. Accuracy: Plus or minus 1 percent of range or plus or minus 1 scale division to maximum of 1.5 percent of range.

2.2 THERMOWELLS

A. Basis of Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

- 1. Palmer Wahl Instruments Inc.
- 2. Trerice, H. O. Co.
- 3. Weiss Instruments, Inc.
- 4. Weksler Instruments Operating Unit; Dresser Industries; Instrument Div.
- B. Description: Pressure-tight, socket-type metal fitting made for insertion into piping and of type, diameter, and length required to hold thermometer.

2.3 PRESSURE GAGES

- A. Direct-Mounting, Dial-Type Pressure Gages: Indicating-dial type complying with ASME B40.100.
 - 1. Case: Liquid-filled type, drawn steel or cast aluminum, 4-1/2-inch diameter.
 - 2. Pressure-Element Assembly: Bourdon tube, unless otherwise indicated.
 - 3. Pressure Connection: Brass, NPS 1/4, bottom-outlet type unless back-outlet type is indicated.
 - 4. Movement: Mechanical, with link to pressure element and connection to pointer.
 - 5. Dial: Satin-faced, nonreflective aluminum with permanently etched scale markings.
 - 6. Pointer: Red metal.
 - 7. Window: Glass.
 - 8. Ring: Stainless steel.
 - 9. Accuracy: Grade B, plus or minus 2 percent of middle half scale.
 - 10. Range for Fluids under Pressure: Two times operating pressure.
- B. Pressure-Gage Fittings:
 - 1. Valves: NPS 1/4 brass or stainless-steel needle type.
 - 2. Syphons: NPS 1/4 coil of brass tubing with threaded ends.
 - 3. Snubbers: ASME B40.5, NPS 1/4 brass bushing with corrosion-resistant, porous-metal disc of material suitable for system fluid and working pressure.

PART 3 - EXECUTION

3.1 THERMOMETER APPLICATIONS

- A. Install liquid-in-glass thermometers where shown on the Drawings.
- B. Provide the following temperature ranges for thermometers:
 - 1. Dual Temperature Water System (Heating Hot Water and Chilled Water): 0 to 240 deg F, with 2-degree scale divisions.

3.2 GAGE APPLICATIONS

A. Install pressure gages where shown on the Drawings.

3.3 INSTALLATIONS

A. Install direct-mounting thermometers and adjust vertical and tilted positions.

- B. Install thermowells with socket extending one-third of diameter of pipe and in vertical position in piping tees where thermometers are indicated.
- C. Install direct-mounting pressure gages in piping tees with pressure gage located on pipe at most readable position.
- D. Install needle-valve and snubber fitting in piping for each pressure gage for fluids.

3.4 ADJUSTING

A. Adjust faces of meters and gages to proper angle for best visibility.

SECTION 230523 - GENERAL DUTY VALVES FOR HVAC PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Bronze ball valves.
 - 2. Bronze swing check valves.
- B. Related Sections:
 1. Division 23 HVAC piping Sections for specialty valves applicable to those Sections only.

1.2 SUBMITTALS

A. Product Data: For each type of valve indicated.

1.3 QUALITY ASSURANCE

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance: ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- B. Valve Sizes: Same as upstream piping unless otherwise indicated.
- C. Valve Actuator Types:1. Handlever: For quarter-turn valves NPS 6 and smaller.
- D. Valves in Insulated Piping: With 2-inch stem extensions and the following features:
 - 1. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
- E. Valve-End Connections:
 - 1. Solder Joint: With sockets according to ASME B16.18.
 - 2. Threaded: With threads according to ASME B1.20.1.
2.2 BRONZE BALL VALVES

- A. Two-Piece, Full-Port, Bronze Ball Valves with Stainless-Steel Trim:
 - 1. Description:
 - a. Standard: MSS SP-110.
 - b. CWP Rating: 250 psig.
 - c. Body Design: Two piece.
 - d. Body Material: Bronze.
 - e. Ends: Threaded or solder joint.
 - f. Seats: PTFE or TFE.
 - g. Stem: Stainless steel.
 - h. Ball: Stainless steel.
 - i. Port: Full.

2.3 BRONZE SWING CHECK VALVES

- A. Class 150, Bronze Swing Check Valves with Bronze Disc:
 - 1. Description:
 - a. Standard: MSS SP-80, Type 3.
 - b. CWP Rating: 200 psig.
 - c. Body Design: Horizontal flow.
 - d. Body Material: ASTM B 62, bronze.
 - e. Ends: Threaded or solder joint
 - f. Disc: Bronze.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.

E. Install swing check valves for proper direction of flow and in horizontal position with hinge pin level.

3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:1. Shutoff Service: Ball valves.
- B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.
- C. Select valves with the following end connections:
 - 1. For Copper Tubing, NPS 2 and Smaller: Threaded ends or solder-joint valve-end.
 - 2. For Steel Piping, NPS 2 and Smaller: Threaded ends.

END OF SECTION 230523

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following hangers and supports for HVAC system piping and equipment:
 - 1. Steel pipe hangers and supports.
 - 2. Metal framing systems.
 - 3. Thermal-hanger shield inserts.

PART 2 - PRODUCTS

2.1 STEEL PIPE HANGERS AND SUPPORTS

- A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types.
- B. Galvanized, Metallic Coatings: Pregalvanized or hot dipped.
- C. Nonmetallic Coatings: Plastic coating, jacket, or liner.
- D. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping.

2.2 METAL FRAMING SYSTEMS

- A. Description: MFMA-3, shop- or field-fabricated pipe-support assembly made of steel channels and other components.
- B. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated.
- C. Nonmetallic Coatings: Plastic coating, jacket, or liner.

2.3 THERMAL-HANGER SHIELD INSERTS

- A. Description: 100-psig- minimum, compressive-strength insulation insert encased in sheet metal shield.
- B. Insulation-Insert Material for Cold Piping or Dual Temperature Piping: ASTM C 552, Type II cellular glass with vapor barrier.
- C. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass.
- D. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- E. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.

F. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

- A. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Sections.
- B. Use hangers and supports with galvanized, metallic coatings for piping and equipment that will not have field-applied finish.
- C. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- D. Use padded hangers for piping that is subject to scratching.
- E. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30.
- F. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.
- G. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 - 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
 - 3. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg **F** piping installations.
- H. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
 - 2. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 - 3. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 4. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 - 5. C-Clamps (MSS Type 23): For structural shapes.
 - 6. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.

- 7. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
- 8. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
- 9. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
- 10. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
- 11. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
- I. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- J. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.
- K. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.

3.2 HANGER AND SUPPORT INSTALLATION

- A. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- C. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- D. Install hangers and supports to allow controlled thermal movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- E. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping.
- F. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- G. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.1 (for power piping) and ASME B31.9 (for building services piping) are not exceeded.

3.3 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.4 PAINTING

- A. Touch Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touch Up: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09 painting Sections.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 230529

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Pipe labels.
 - 3. Valve tags.

1.2 SUBMITTAL

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

1.3 QUALITY ASSURANCE

A. Handwritten identification for HVAC piping and equipment is specifically prohibited.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

- A. Plastic Labels for Equipment:
 - 1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
 - 2. Letter Color: Black.
 - 3. Background Color: White.
 - 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 - 5. Minimum Label Size: Length and width vary for required label content.
 - 6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances.
 - 7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number.

2.2 WARNING SIGNS AND LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
- B. Letter Color: White.
- C. Background Color: Red.
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
- G. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- H. Label Content: Include caution and warning information.

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches high.

2.4 VALVE TAGS

- A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.
 - 1. Tag Material: Stainless steel, 0.025-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
 - 2. Fasteners: Brass beaded chain.
- B. Label Content: Include valve's Drawing designation.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor is responsible for labeling pipe, equipment, and valves installed or modified as part of this project. Labeling existing pipe, equipment, and valves is not required except as noted below.
 - 1. All pipe, equipment, and valves within the boiler room whether existing or proposal shall be labeled per this Specification.

3.2 PREPERATION

A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.3 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on all equipment that is uniquely identified on the Drawings.
- B. Locate equipment labels where accessible and visible.

3.4 PIPE LABEL INSTALLATION

- A. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near each valve and control device.
 - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
 - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 - 5. Near major equipment items and other points of origination and termination.
 - 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
 - 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- B. Pipe Label Color Schedule:
 - 1. Dual Temperature Hot-Water and Chilled-Water Piping:
 - a. Background Color: Green.
 - b. Letter Color: White.
 - 2. Refrigerant Piping:
 - a. Background Color: Black.
 - b. Letter Color: White.
 - 3.
 - 4. Natural Gas
 - a.
 - b. Background Color: Yellow
 - c. Letter Color: Black

3.5 VALVE TAG INSTALLATION

A. Install valve tags on all valves that are identified with a unique designation on the Drawings.

END OF SECTION 230553

SECTION 230593 - TESTING, ADJUSTING AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes TAB to produce design objectives for the following:
 - Air Systems:

 a. Variable-air-volume systems.
 - Hydronic Piping Systems
 a. Constant-flow systems
 - 3. Reporting results of activities and procedures specified in this Section.

1.2 DEFINITIONS

- A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.
- B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to indicated quantities.
- C. Barrier or Boundary: Construction, either vertical or horizontal, such as walls, floors, and ceilings that are designed and constructed to restrict the movement of airflow, smoke, odors, and other pollutants.
- D. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.
- E. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.
- F. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
- G. System Effect Factors: Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.
- H. TAB: Testing, adjusting, and balancing.
- I. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.
- J. Test: A procedure to determine quantitative performance of systems or equipment.
- K. Testing, Adjusting, and Balancing (TAB) Firm: The entity responsible for performing and reporting TAB procedures.

1.3 SUBMITTALS

- A. Certified TAB Reports: Submit electronic and paper copies of reports prepared, as specified in this Section.
- B. Qualification Data: Within 45 days from Contractor's Notice to Proceed, submit 4 copies of evidence that TAB firm and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.

1.4 QUALITY ASSURANCE

- A. TAB Firm Qualifications: (TAB firm must meet all of the qualifications listed)
 - 1. Certified by AABC, NEBB, or TABB.
 - 2. Minimum TAB experience of 5 years.
- B. Certification of TAB Reports: Certify TAB field data reports. This certification includes the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard forms from AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems.", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.", or SMACNA's TABB "HVAC Systems - Testing, Adjusting, and Balancing."
- D. Instrumentation Type, Quantity, and Accuracy: As described in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," Section II, "Required Instrumentation for NEBB Certification."
- E. Instrumentation Calibration: Calibrate instruments at least every six months or more frequently if required by instrument manufacturer.
 - 1. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.

1.5 PROJECT CONDITIONS

A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.6 COORDINATION

A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine approved submittal data of HVAC systems and equipment.
- C. Examine equipment performance data including fan curves.
- D. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Sections have been performed.
- E. Examine system and equipment test reports.
- F. Examine HVAC system and equipment installations to verify that indicated balancing devices are properly installed, and that their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- G. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.
- H. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- I. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- J. Examine equipment for installation and for properly operating safety interlocks and controls.
- K. Examine automatic temperature system components to verify the following:
 - 1. Dampers, valves, and other controlled devices are operated by the intended controller.
 - 2. Dampers and valves are in the position indicated by the controller.
 - 3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions.
 - 4. Automatic modulating and shutoff valves, including two-way valves and three-way mixing and diverting valves, are properly connected.
 - 5. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
 - 6. Sensors are located to sense only the intended conditions.
 - 7. Sequence of operation for control modes is according to the Contract Documents.
 - 8. Controller set points are set at indicated values.
 - 9. Interlocked systems are operating.
 - 10. Changeover from heating to cooling mode occurs according to indicated values.
- L. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems", or SMACNA's TABB "HVAC Systems - Testing, Adjusting, and Balancing" and this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.
- C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.3 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct airflow measurements.
- E. Check airflow patterns from the outside-air louvers and dampers, the return-air dampers, and through the supply-fan discharge.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling unit components.
- L. Check for proper sealing of air duct system.

3.4 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

- 1. Measure fan static pressures to determine actual static pressure as follows:
 - a. Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.
 - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
- 2. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Simulate dirty filter operation and record the point at which maintenance personnel must change filters.
- 3. Measure static pressures entering and leaving other devices such as sound traps, heat recovery equipment, and air washers, under final balanced conditions.
- 4. Compare design data with installed conditions to determine variations in design static pressures versus actual static pressures. Compare actual system effect factors with calculated system effect factors to identify where variations occur. Recommend corrective action to align design and actual conditions.
- 5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full cooling, full heating, economizer, and any other operating modes to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
 - 1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.
 - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
 - 2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
- C. Measure terminal outlets and inlets without making adjustments.
 - 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust terminal outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using volume dampers rather than extractors and the dampers at air terminals.
 - 1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
 - 2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.5 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Pressure-Dependent, Variable-Air-Volume Systems without Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
 - 1. Balance systems similar to constant-volume air systems.
 - 2. Set terminal units and supply fan at full-airflow condition.
 - 3. Adjust inlet dampers of each terminal unit to indicated airflow and verify operation of the static-pressure controller. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.
 - 4. Readjust fan airflow for final maximum readings.
 - 5. Measure operating static pressure at the sensor that controls the supply fan, if one is installed, and verify operation of the static-pressure controller.
 - 6. Set supply fan at minimum airflow if minimum airflow is indicated. Measure static pressure to verify that it is being maintained by the controller.
 - 7. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.
 - a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.
 - 8. Measure the return airflow to the fan while operating at maximum return airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.

3.6 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports with pertinent design data and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
 - 1. Open all manual valves for maximum flow.
 - 2. Check expansion tank liquid level.
 - 3. Check makeup-water-station pressure gage for adequate pressure for highest vent.
 - 4. Check flow-control valves for specified sequence of operation and set at indicated flow.
 - 5. Set differential-pressure control valves at the specified differential pressure.
 - 6. Set system controls so automatic valves are wide open to heat exchangers.
 - 7. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
 - 8. Check air vents for a forceful liquid flow exiting from vents when manually operated.

3.7 PROCEDURES FOR HYDRONIC SYSTEMS

A. Measure water flow at pumps. Use the following procedures, except for positive-displacement pumps:

- 1. Verify impeller size by operating the pump with the discharge valve closed. Read pressure differential across the pump. Convert pressure to head and correct for differences in gage heights. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
- 2. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve. Adjust pump discharge valve until indicated water flow is achieved.
- 3. Verify pump-motor brake horsepower. Calculate the intended brake horsepower for the system based on pump manufacturer's performance data. Compare calculated brake horsepower with nameplate data on the pump motor. Report conditions where actual amperage exceeds motor nameplate amperage.
- 4. Report flow rates that are not within plus or minus 5 percent of design.
- B. Set calibrated balancing valves, if installed, at calculated presettings.
- C. Measure flow at all stations and adjust, where necessary, to obtain first balance.
 - 1. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.
- D. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.
- E. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:
 - 1. Determine the balancing station with the highest percentage over indicated flow.
 - 2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
 - 3. Record settings and mark balancing devices.
- F. Measure pump flow rate and make final measurements of pump amperage, voltage, rpm, pump heads, and systems' pressures and temperatures including outdoor-air temperature.
- G. Measure the differential-pressure control valve settings existing at the conclusions of balancing.

3.8 PROCEDURES FOR PRIMARY-SECONDARY-FLOW HYDRONIC SYSTEMS

A. Balance the primary system crossover flow first, then balance the secondary system.

3.9 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 - 1. Manufacturer, model, and serial numbers.
 - 2. Motor horsepower rating.
 - 3. Motor rpm.
 - 4. Efficiency rating.
 - 5. Nameplate and measured voltage, each phase.
 - 6. Nameplate and measured amperage, each phase.
 - 7. Starter thermal-protection-element rating.

B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

3.10 PROCEDURES FOR CHILLERS

- A. Balance water flow through evaporator to within specified tolerances of indicated flow. Measure and record the following data with each chiller operating at design conditions:
 - 1. Evaporator-water entering and leaving temperatures, pressure drop, and water flow.
 - 2. Evaporator and condenser refrigerant temperatures and pressures, using instruments furnished by chiller manufacturer.
 - 3. Capacity: Calculate in tons of cooling.
 - 4. If air-cooled chillers, verify condenser-fan rotation and record fan and motor data including number of fans and entering- and leaving-air temperatures.

3.11 PROCEDURES FOR BOILERS

A. Measure entering- and leaving-water temperatures and water flow.

3.12 **PROCEDURES FOR CONDENSING UNITS**

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

3.13 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Water Coils: Measure the following data for each coil:
 - 1. Entering- and leaving-water temperature.
 - 2. Water flow rate.
 - 3. Water pressure drop.
 - 4. Dry-bulb temperature of entering and leaving air.
 - 5. Wet-bulb temperature of entering and leaving air for cooling coils.
 - 6. Airflow.
 - 7. Air pressure drop.
- B. Refrigerant Coils: Measure the following data for each coil:
 - 1. Dry-bulb temperature of entering and leaving air.
 - 2. Wet-bulb temperature of entering and leaving air.
 - 3. Airflow.
 - 4. Air pressure drop.
 - 5. Refrigerant suction pressure and temperature.

3.14 PROCEDURES FOR TEMPERATURE MEASUREMENTS

- A. During TAB, report the need for adjustment in temperature regulation within the automatic temperature-control system.
- B. Measure indoor wet- and dry-bulb temperatures every other hour for a period of two successive eight-hour days, in each separately controlled zone, to prove correctness of final temperature settings. Measure when the building or zone is occupied.
- C. Measure outside-air, wet- and dry-bulb temperatures.

3.15 TOLERANCES

- A. Set HVAC system airflow and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus 5 to plus 10 percent.
 - 2. Air Outlets and Inlets: 0 to minus 10 percent.
 - 3. Dual Temperature Water Flow Rate: 0 to minus 5 percent.

3.16 FINAL REPORT

- A. General: Electronic and paper copy in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.
- B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.
 - 1. Include a list of instruments used for procedures, along with proof of calibration.
- C. Final Report Contents: In addition to certified field report data, include the following:
 - 1. Pump curves.
 - 2. Fan curves.
 - 3. Manufacturers' test data.
 - 4. Field test reports prepared by system and equipment installers.
 - 5. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.
- D. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:
 - 1. Title page.
 - 2. Name and address of TAB firm.
 - 3. Project name.
 - 4. Project location.
 - 5. Engineer's name and address.
 - 6. Contractor's name and address.
 - 7. Report date.
 - 8. Signature of TAB firm who certifies the report.
 - 9. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 - 10. Summary of contents including the following:

- a. Indicated versus final performance.
- b. Notable characteristics of systems.
- c. Description of system operation sequence if it varies from the Contract Documents.
- 11. Nomenclature sheets for each item of equipment.
- 12. Notes to explain why certain final data in the body of reports varies from indicated values.
- 13. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outside-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Fan drive settings.
 - e. Settings for supply-air, static-pressure controller.
 - f. Other system operating conditions that affect performance.
- E. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
 - 1. Quantities of outside, supply, return, and exhaust airflows.
 - 2. Duct, outlet, and inlet sizes.
 - 3. Balancing stations.
 - 4. Position of balancing devices.
- F. Instrument Calibration Reports:
 - 1. Include the following report data:
 - a. Instrument type and make.
 - b. Serial number.
 - c. Application.
 - d. Dates of use.
 - e. Dates of calibration.

END OF SECTION 230593

SECTION 230700 - HVAC INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Insulation Materials:
 - a. Flexible elastomeric.
 - b. Mineral fiber.
 - 2. Adhesives.
 - 3. Mastics.
 - 4. Factory-applied jackets.
 - 5. Field-applied jackets.
 - 6. Tapes.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-testresponse characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

1.4 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application, duct Installer for duct insulation application, and equipment Installer for equipment insulation application.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.

- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- E. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
- F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- G. Mineral-Fiber, Preformed Pipe Insulation: Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Flexible Elastomeric Adhesive: Comply with MIL-A-24179A, Type II, Class I.
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- D. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.
 - 1. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.
 - 4. Color: White.

2.4 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

- 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
- 2. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.5 FIELD-APPLIED JACKETS

A. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105 or 5005, Temper H-14.
1. Finish and thickness are indicated in field-applied jacket schedules.

2.6 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 11.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 6.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
 - 1. Verify that systems and equipment to be insulated have been tested and are free of defects.
 - 2. Verify that surfaces to be insulated are clean and dry.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.

- 4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
- 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

- A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.

3.5 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install mitered sections of pipe insulation.
 - 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed valve covers manufactured of same material as pipe insulation when available.
 - 2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 3. Install insulation to flanges as specified for flange insulation application.
 - 4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 MINERAL-FIBER INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

- 1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
- 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
- 3. For insulation with factory-applied jackets secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install preformed pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
 - 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install preformed sections of same material as straight segments of pipe insulation when available.
 - 2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed sections of same material as straight segments of pipe insulation when available.
 - 2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
 - 3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 4. Install insulation to flanges as specified for flange insulation application.
- E. Blanket Insulation Installation on Round Ducts:
 - 1. Secure insulation with wires.
 - 2. Seal jacket joints with vapor barrier adhesive or tape to match jacket.
 - 3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging.
 - 4. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.8 DUCT INSULATION SCHEDULE, GENERAL

- A. Plenums and Ducts Requiring Insulation:
 - 1. Indoor supply and outdoor air.
- B. Items Not Insulated:
 - 1. Factory-insulated flexible ducts.
 - 2. Flexible connectors
 - 3. Factory-insulated access panels and doors.

3.9 INDOOR DUCT INSULATION SCHEDULE

- A. Concealed, Supply Air, round, duct insulation shall be the following:
 1. Mineral-Fiber Blanket: Installed insulation shall have an R-Value of 6.0.
- B. Concealed, Supply Air, rectangular, duct insulation shall be the following:
 1. Mineral-Fiber Blanket: Installed insulation shall have an R-Value of 6.0.

3.10 INDOOR PIPING INSULATION SCHEDULE

- A. Condensate and Equipment Drain Water below 60°F:
 - All Pipe Sizes: Insulation shall be:
 a. Flexible Elastomeric: 3/4 inch thick.
- B. Dual-Service Heating and Cooling, 40 to 200 Deg F:
 - 1. NPS 1-1/4 and Smaller: Insulation shall be the following:
 - a. Mineral Fiber: 1-1/2 inches thick.
 - 2. NPS 1-1/2 through 12: Insulation shall be the following:
 - a. Mineral Fiber: 2 inches thick.
- C. Refrigerant Suction and Hot-Gas Piping and Flexible Tubing:
 - 1. NPS ³/₄ and Smaller: Insulation shall be the following:
 - a. Flexible Elastomeric: 1/2 inches thick.
 - 2. NPS 7/8" and Larger: Insulation shall be the following:
 - a. Flexible Elastomeric: 1 inches thick.

3.11 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

- A. Refrigerant Suction and Hot-Gas Piping and Flexible Tubing:
 - 1. NPS ³/₄ and Smaller: Insulation shall be the following:

- a. Flexible Elastomeric: 1/2 inches thick.
- 2. NPS 1 and Larger: Insulation shall be the following:
 - a. Flexible Elastomeric: 1 inches thick.

3.12 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material.
- B. Piping, Exposed:
 - 1. Aluminum, Stucco Embossed: 0.016 inch thick.

END OF SECTION 230700

SECTION 230900 - INSTRUMENTATION AND CONTROL FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes control equipment for HVAC systems and components, including control components for terminal heating and cooling units not supplied with factory-wired controls.
- B. Related Sections include the following:

1.3 DEFINITIONS

- A. DDC: Direct digital control.
- B. I/O: Input/output.
- C. PC: Personal computer.
- D. PID: Proportional plus integral plus derivative.
- E. RTD: Resistance temperature detector.

1.4 SYSTEM PERFORMANCE

- A. Comply with the following performance requirements:
 - 1. Graphic Display: Display graphic with minimum 20 dynamic points with current data within 10 seconds.
 - 2. Graphic Refresh: Update graphic with minimum 20 dynamic points with current data within 8 seconds.
 - 3. Object Command: Reaction time of less than two seconds between operator command of a binary object and device reaction.
 - 4. Object Scan: Transmit change of state and change of analog values to control units or workstation within six seconds.
 - 5. Alarm Response Time: Annunciate alarm at workstation within 45 seconds
 - 6. Program Execution Frequency: Run capability of applications as often as five seconds, but selected consistent with mechanical process under control.
 - 7. Performance: Programmable controllers shall execute DDC PID control loops, and scan and update process values and outputs at least once per second.

- 8. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:
 - a. Water Temperature: Plus or minus 1 deg F.
 - b. Space Temperature: Plus or minus 0.5 deg F.
 - c. Ducted Air Temperature: Plus or minus 1 deg F.
 - d. Outside Air Temperature: Plus or minus 1 deg F.
 - e. Dew Point Temperature: Plus or minus 1 deg F.
 - f. Relative Humidity: Plus or minus 2 percent.
 - g. Air Pressure (Space): Plus or minus 0.01-inch wg.
 - h. Air Pressure (Ducts): Plus or minus 0.1-inch wg.

1.5 SUBMITTALS

- A. Product Data: Include manufacturer's technical literature for each control device. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.
 - 1. DDC System Hardware: Bill of materials of equipment indicating quantity, manufacturer, and model number. Include technical data for operator workstation equipment, interface equipment, control units, transducers/transmitters, sensors, actuators, valves, relays/switches, control panels, and operator interface equipment.
 - 2. Control System Software: Include technical data for operating system software, operator interface, color graphics, and other third-party applications.
 - 3. Controlled Systems: Instrumentation list with element name, type of device, manufacturer, model number, and product data. Include written description of sequence of operation including schematic diagram.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Bill of materials of equipment indicating quantity, manufacturer, and model number.
 - 2. Schematic flow diagrams showing fans, pumps, coils, dampers, valves, and control devices.
 - 3. Wiring Diagrams: Power, signal, and control wiring.
 - 4. Details of control panel faces, including controls, instruments, and labeling.
 - 5. Schedule of valves including flow characteristics.
 - 6. DDC System Hardware:
 - a. Wiring diagrams for control units with termination numbers.
 - b. Schematic diagrams and floor plans for field sensors and control hardware.
 - c. Schematic diagrams for control, communication, and power wiring, showing trunk data conductors and wiring between operator workstation and control unit locations.
 - 7. Control System Software: List of color graphics indicating monitored systems, data (connected and calculated) point addresses, output schedule, and operator notations.
 - 8. Controlled Systems:

- a. Schematic diagrams of each controlled system with control points labeled and control elements graphically shown, with wiring.
- b. Scaled drawings showing mounting, routing, and wiring of elements including bases and special construction.
- c. Written description of sequence of operation including schematic diagram.
- d. Points list.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For HVAC instrumentation and control system to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Maintenance instructions and lists of spare parts for each type of control device.
 - 2. Interconnection wiring diagrams with identified and numbered system components and devices.
 - 3. Calibration records and list of set points.
 - 4. Software operating and upgrade manuals.
 - 5. Program Software Backup Device address list.
 - 6. Printout of software application and graphic screens.
 - 7. Software license required by and installed for DDC workstations and control systems.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Automatic control system manufacturer's authorized representative who is trained and approved for installation of system components required for this Project.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.7 COORDINATION

- A. Coordinate location of thermostats and other exposed control sensors with plans and room details before installation.
- B. Coordinate equipment with existing Fire Alarm System to achieve compatibility with equipment that interfaces with that system.
- C. Coordinate supply of conditioned electrical branch circuits for control units and operator workstation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

- 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturer specified:
 - a. Alerton.
- 2. The control system provider shall not be the same as the mechanical equipment supplier.

2.2 CONTROL SYSTEM

A. Control system shall consist of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, accessories, and software connected to distributed controllers operating in multiuser, multitasking environment on token-passing network and programmed to control mechanical systems. An operator workstation permits interface with the network via dynamic color graphics with each mechanical system, building floor plan, and control device depicted by point-and-click graphics.

2.3 DDC EQUIPMENT

A. General

- 1. The Building Automation System (BAS) shall consist of a Network Server/Controllers (NSC) and a family of Standalone Digital Control Units (SDCUs). The BAS shall provide control, alarm detection, scheduling, reporting and information management for the entire facility.
- 2. System shall be tied back to the BAS Enterprise Server located in the Data Center of the Harry S Truman Building, which enables multiple NSCs (including all graphics, alarms, schedules, trends, programming, and configuration) to be accessible from a single Workstation simultaneously for operations and engineering tasks.
- 3. The system shall be designed with a top-level 10/100bT Ethernet network, using the BACnet/IP, LonWorks IP, and/or Modbus TCP protocol.
- B. Modbus RTU, Modbus TCP, BACnet MS/TP, BACnet IP, LonTalk FTT-10A, and WebServices shall be native to the NSCs. There shall not be a need to provide multiple NSCs to support all the network protocols, nor should there be a need to supply additional software to allow all three protocols to be natively supported.
- C. A sub-network of SDCUs using the BACnet IP protocol shall connect the local, stand-alone controllers with Ethernet-level Network Server Controllers/IP Routers. All SDCU field controllers shall reside on their own private IP based network al shall communicate back to the NSC. SDCUs shall not require Owner provided IP addresses.

D. TCP/IP Level

- 1. The TCP/IP layer connects all of the buildings on a single Wide Area Network (WAN) isolated behind the State firewall. Fixed IP addresses for connections to the State WAN shall be used for each device that connects to the WAN.
- E. Fieldbus Level with Standalone Digital Control Units (SDCUs)

- 1. The fieldbus layer shall support all of the following types of SDCUs:
 - a. BACnet IP SDCU requirements: The system shall consist of one or more BACnet/IP field buses managed by the Network Server Controller. The field bus layer shall consist of up to 50 IP SDCUs in daisy chain topology, or 39 if using RSTP, per layer, with a max of 5 sub networks in daisy chain for a total of 250 SDCUs or 6 sub networks in RSTP for a total of 234 SDCUs. The field bus layer shall consist ONLY of BACnet IP SDCUs. No other protocols, including BACnet MS/TP, shall be acceptable.
- F. Standard Network Support
 - 1. All NSCs, Workstation(s) and Servers shall be capable of residing directly on the owner's Ethernet TCP/IP LAN/WAN with no required gateways. Furthermore, the NSC's, Workstation(s), and Server(s) shall be capable of using standard, commercially available, off-the-shelf Ethernet infrastructure components such as routers, switches and hubs. With this design the owner may utilize the investment of an existing or new enterprise network or structured cabling system. This also allows the option of the maintenance of the LAN/WAN to be performed by the owner's Information Systems Department as all devices utilize standard TCP/IP components.
- G. Application Software:
 - 1. System security for each operator via software password and access levels.
 - 2. Automatic system diagnostics; monitor system and report failures.
 - 3. Database creation and support.
 - 4. Automatic and manual database save and restore.
 - 5. Dynamic color graphic displays with up to 10 screen displays at once.
 - 6. Custom graphics generation and graphics library of HVAC equipment and symbols.
 - 7. Alarm processing, messages, and reactions.
 - 8. Trend logs retrievable in spreadsheets and database programs.
 - 9. Alarm and event processing.
 - 10. Object and property status and control.
 - 11. Automatic restart of field equipment on restoration of power.
 - 12. Data collection, reports, and logs. Include standard reports for the following:
 - a. Current values of all objects.
 - b. Current alarm summary.
 - c. Disabled objects.
 - d. Alarm lockout objects.
 - e. Logs.
 - 13. Custom report development.
 - 14. Workstation application editors for controllers and schedules.
 - 15. Maintenance management.
- H. Custom Application Software:
 - 1. English language oriented.
 - 2. Full-screen character editor/programming environment.

- 3. Allow development of independently executing program modules with debugging/simulation capability.
- 4. Support conditional statements.
- 5. Support floating-point arithmetic with mathematic functions.
- 6. Contains predefined time variables.
- I. Local Control Units: Modular, comprising processor board with electronically programmable, nonvolatile, read-only memory; and backup power source.
 - 1. Units monitor or control each I/O point, process information, and download from or upload to operator workstation or diagnostic terminal unit.
 - 2. Stand-alone mode control functions operate regardless of network status. Functions include the following:
 - a. Global communications.
 - b. Discrete/digital, analog, and pulse I/O.
 - c. Monitoring, controlling, or addressing data points.
- J. I/O Interface: Hardwired inputs and outputs may tie into system through controllers. Protect points so that shorting will cause no damage to controllers.
 - 1. Binary Inputs: Allow monitoring of on-off signals without external power.
 - 2. Pulse Accumulation Inputs: Accept up to 10 pulses per second.
 - 3. Analog Inputs: Allow monitoring of low-voltage (0- to 10-V dc), current (4 to 20 mA), or resistance signals.
 - 4. Binary Outputs: Provide on-off or pulsed low-voltage signal, selectable for normally open or normally closed operation.
 - 5. Analog Outputs: Provide modulating signal, either low voltage (0- to 10-V dc) or current (4 to 20 mA).
- K. Power Supplies: Transformers with Class 2 current-limiting type or overcurrent protection; limit connected loads to 80 percent of rated capacity. DC power supply shall match output current and voltage requirements and be full-wave rectifier type with the following:
 - 1. Output ripple of 5.0 mV maximum peak to peak.
 - 2. Combined 1 percent line and load regulation with 100-mic.sec. response time for 50 percent load changes.
 - 3. Built-in overvoltage and overcurrent protection and be able to withstand 150 percent overload for at least 3 seconds without failure.
- L. Power Line Filtering: Internal or external transient voltage and surge suppression for workstations or controllers with the following:
 - 1. Minimum dielectric strength of 1000 V.
 - 2. Maximum response time of 10 nanoseconds.
 - 3. Minimum transverse-mode noise attenuation of 65 dB.
 - 4. Minimum common-mode noise attenuation of 150 dB at 40 to 100 Hz.

2.4 ELECTRONIC SENSORS

- A. Description: Vibration and corrosion resistant; for wall, immersion, or duct mounting as required.
- B. RTDs and Transmitters:
 - 1. Accuracy: Plus or minus 0.2 percent at calibration point.
 - 2. Wire: Twisted, shielded-pair cable.
 - 3. Insertion Elements in Ducts: Single point, 8 inches long; use where not affected by temperature stratification or where ducts are smaller than 9 sq. ft.
 - 4. Averaging Elements in Ducts: 24 inches long, rigid use where prone to temperature stratification or where ducts are larger than 9 sq. ft.; adjust length as required.
 - 5. Insertion Elements for Liquids: Brass socket with minimum insertion length of 2-1/2 inches
 - 6. Room Sensor Cover Construction:
 - a. Set-Point Adjustment: Exposed.
 - b. Set-Point Indication: Exposed.
 - c. Room Temperature: Exposed.
 - d. Color: White.
 - 7. Outside-Air Sensors: Watertight inlet fitting, shielded from direct sunlight and precipitation. May be combined with outside air humidity sensor in a common protective enclosure.
- C. Humidity Sensors: Bulk polymer sensor element.
 - 1. Accuracy: 2 percent full range with linear output.
 - 2. Outside-Air Sensor: 10 to 90 percent relative humidity range with mounting enclosure, suitable for operation at outdoor temperatures of minus 22 to plus 185 deg F. May be combined with outside air temperature sensor in a common protective enclosure.
- D. Pressure Transmitters/Transducers:
 - 1. Differential Static-Pressure (Air) Transmitter: Nondirectional sensor with suitable range for expected input, and temperature compensated.
 - a. Accuracy: 1 percent of full scale with repeatability of 0.5 percent.
 - b. Output: 4 to 20 mA.
 - c. Building Static-Pressure Range: 0- to 0.25-inch wg.
 - d. Duct Static-Pressure Range: 0- to 2.5-inch wg.
 - e. Sensor shall have provision for zeroing by pushbutton.
 - f. Sensor shall have LCD display.

2.5 STATUS SENSORS

A. Status Inputs for Fans: Airflow paddle switch with pilot-duty rating, adjustable range, and suitable for air velocities up 2,000 FPM.

- B. Status Inputs for Pumps: Differential-pressure switch with pilot-duty rating and with adjustable pressure-differential range of 8 to 60 psig piped across pump.
- C. Status Inputs for Electric Motors: Comply with ISA 50.00.01, current-sensing fixed- or splitcore transformers with self-powered transmitter, adjustable and suitable for 175 percent of rated motor current.
- D. Electronic Valve/Damper Position Indicator: Visual scale indicating percent of travel and 2- to 10-V dc, feedback signal.
- E. Water-Flow Switches: Bellows-actuated mercury or snap-acting type with pilot-duty rating, stainless-steel or bronze paddle, with appropriate range and differential adjustment, in NEMA 250, Type 1 enclosure.
- F. Occupancy Sensors: Ceiling mount, dual technology 360° sensor capable of detecting small motion (hand movements) in a 12 ft radial pattern when mounted 9 ft above the floor.

2.6 THERMOSTATS

- A. Electric, Low-Limit Duct Thermostat: Snap-acting, single-pole, single-throw, manual-reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or below set point.
 - 1. Bulb Length: Minimum 20 feet.

2.7 ACTUATORS

- A. Electric Motors: Size to operate with sufficient reserve power to provide smooth modulating action or two-position action.
 - 1. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.
 - 2. Nonspring-Return Motors for Valves Larger Than NPS 2-1/2: Size for running torque of 150 in. x lbf and breakaway torque of 300 in. x lbf.
 - 3. Spring-Return Motors for Valves Larger Than NPS 2-1/2: Size for running and breakaway torque of 150 in. x lbf.
 - 4. Nonspring-Return Motors for Dampers Larger Than 25 Sq. Ft.: Size for running torque of 150 in. x lbf and breakaway torque of 300 in. x lbf.
 - 5. Spring-Return Motors for Dampers Larger Than 25 Sq. Ft.: Size for running and breakaway torque of 150 in. x lbf.
- B. Electronic Actuators: Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
 - 1. Valves: Size for torque required for valve close off at maximum pump differential pressure.
 - 2. Dampers: Size for running torque calculated as follows:

- a. Parallel-Blade Damper with Edge Seals: 7 inch-lb/sq. ft. of damper.
- b. Opposed-Blade Damper with Edge Seals: 5 inch-lb/sq. ft. of damper.
- c. Parallel-Blade Damper without Edge Seals: 4 inch-lb/sq. ft of damper.
- d. Opposed-Blade Damper without Edge Seals: 3 inch-lb/sq. ft. of damper.
- e. Dampers with 2- to 3-Inch wg of Pressure Drop or Face Velocities of 1000 to 2500 fpm: Increase running torque by 1.5.
- f. Dampers with 3- to 4-Inch wg of Pressure Drop or Face Velocities of 2500 to 3000 fpm: Increase running torque by 2.0.
- 3. Coupling: V-bolt and V-shaped, toothed cradle.
- 4. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
- 5. Fail-Safe Operation: Mechanical, spring-return mechanism. Provide external, manual gear release on nonspring-return actuators.
- 6. Power Requirements (Two-Position Spring Return): 24-V ac.
- 7. Power Requirements (Modulating): Maximum 10 VA at 24-V ac or 8 W at 24-V dc.
- 8. Proportional Signal: 2- to 10-V dc or 4 to 20 mA, and 2- to 10-V dc position feedback signal.
- 9. Temperature Rating: Minus 22 to plus 122 deg F.

2.8 CONTROL VALVES

- A. Control Valves: Factory fabricated, of type, body material, and pressure class based on maximum pressure and temperature rating of piping system, unless otherwise indicated.
- B. Hydronic system globe valves shall have the following characteristics:
 - 1. NPS 2 and Smaller: Class 125 bronze body, bronze trim, rising stem, renewable composition disc, and screwed ends with backseating capacity repackable under pressure.
 - 2. NPS 2-1/2 and Larger: Class 125 iron body, bronze trim, rising stem, plug-type disc, flanged ends, and renewable seat and disc.
 - 3. Internal Construction: Replaceable plugs and stainless-steel or brass seats.
 - a. Single-Seated Valves: Cage trim provides seating and guiding surfaces for plug on top and bottom.
 - b. Double-Seated Valves: Balanced plug; cage trim provides seating and guiding surfaces for plugs on top and bottom.
 - 4. Sizing: 4-psig pressure drop or the coil pressure drop at design flow rate:
 - 5. Flow Characteristics: Three-way valves shall have linear characteristics.
 - 6. Close-Off (Differential) Pressure Rating: Combination of actuator and trim shall provide minimum close-off pressure rating of 100 percent of total system (pump) head.
- C. Resilient Seat Butterfly Valves: 150-psig maximum pressure differential, ASTM A 126 castiron or ASTM A 536 ductile-iron body and bonnet, extended neck, stainless-steel stem, fieldreplaceable EPDM or Buna N sleeve and stem seals,.
 - 1. Body Style: Lug.
 - 2. Disc Type: Nylon coated cast iron.
 - 3. Sizing: Line size with maximum 1-psig pressure drop at design flow rate.
D. CABLE

- 1. Communication Cable
 - a. 18 AWG stranded conductor, with aluminum foil shielding, stranded tinned copper drain wire, and covered with a white PVC plenum rated jacket.
- 2. Signal Cable
 - a. 18 AWG stranded conductor, with aluminum foil shielding, stranded tinned copper drain wire, and covered with a white PVC plenum rated jacket.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install software in control units and operator workstation(s). Implement all features of programs to specified requirements and as appropriate to sequence of operation.
- B. Install control cabinets in Building & Equipment Storage room 048.
- C. Connect and configure equipment and software to achieve sequence of operation specified.
- D. Verify location of exposed control sensors with Drawings and room details before installation. Utilize same location of previous devices where possible.
 - 1. Install averaging elements in ducts and plenums in crossing or zigzag pattern.
- E. Install damper motors on outside of duct in warm areas, not in locations exposed to outdoor temperatures.

3.2 ELECTRICAL WIRING AND CONNECTION INSTALLATION

- A. Conceal cable, except in mechanical rooms and areas where other conduit and piping are exposed.
- B. Install exposed cable in raceway.
- C. Install cables within conduit or on hooks in all other places. Cables shall run perpendicular to building framing.
- D. Bundle and harness multiconductor instrument cable in place of single cables where several cables follow a common path.
- E. Fasten flexible conductors, bridging cabinets and doors, along hinge side; protect against abrasion. Tie and support conductors.
- F. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.

- G. Install wire and cable with sufficient slack and flexible connections to allow for vibration of piping and equipment.
- H. Connect manual-reset limit controls independent of manual-control switch positions.

3.3 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove and replace malfunctioning units and retest.
 - 2. Test and adjust controls and safeties.
 - 3. Test each point through its full operating range to verify that safety and operating control set points are as required.
 - 4. Test each control loop to verify stable mode of operation and compliance with sequence of operation. Adjust PID actions.
 - 5. Test each system for compliance with sequence of operation.
 - 6. Test software and hardware interlocks.
- B. DDC Verification:
 - 1. Verify that instruments are installed before calibration, testing, and loop or leak checks.
 - 2. Check instruments for proper location and accessibility.
 - 3. Check instrument installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.
 - 4. Check flow instruments. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.
 - 5. Check pressure instruments, piping slope, installation of valve manifold, and self-contained pressure regulators.
 - 6. Check temperature instruments and material and length of sensing elements.
 - 7. Check control valves. Verify that they are in correct direction.
 - 8. Check DDC system as follows:
 - a. Verify that wires at control panels are tagged with their service designation and approved tagging system.
 - b. Verify that spare I/O capacity has been provided.
 - c. Verify that DDC controllers are protected from power supply surges.
- C. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

3.4 ADJUSTING

- A. Calibrating and Adjusting:
 - 1. Calibrate instruments.
 - 2. Make three-point calibration test for both linearity and accuracy for each analog instrument.

- 3. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
- 4. Control System Inputs and Outputs:
 - a. Check analog inputs at 0, 50, and 100 percent of span.
 - b. Check analog outputs using milliampere meter at 0, 50, and 100 percent output.
 - c. Check digital inputs using jumper wire.
 - d. Check digital outputs using ohmmeter to test for contact making or breaking.
 - e. Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
- 5. Flow:
 - a. Set differential pressure flow transmitters for 0 and 100 percent values with 3-point calibration accomplished at 50, 90, and 100 percent of span.
 - b. Manually operate flow switches to verify that they make or break contact.
- 6. Pressure:
 - a. Calibrate pressure transmitters at 0, 50, and 100 percent of span.
 - b. Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
- 7. Temperature:
 - a. Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
 - b. Calibrate temperature switches to make or break contacts.
- 8. Stroke and adjust control valves and dampers without positioners, following the manufacturer's recommended procedure, so that valve or damper is 100 percent open and closed.
- 9. Stroke and adjust control valves and dampers with positioners, following manufacturer's recommended procedure, so that valve and damper is 0, 50, and 100 percent closed.

3.5 DEMONSTRATION

A. Demonstrate compliance of installed system with the provided sequence of operation to the Owner's personnel and train personnel to adjust, operate, and maintain HVAC instrumentation and controls.

END OF SECTION 230900

SECTION 230993 – SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

PART 1 - GENERAL

1.1 GENERAL BUILDING AUTOMATION SYSTEM FUNCTIONALITY

- A. The occupancy mode (Occupied or Unoccupied) shall be determined through a useradjustable, graphical, scheduling program. Scheduling program shall support seven-day scheduling, calendar scheduling, and holiday schedule override. The BAS shall support different occupancy schedules for each of the following:
 - 1. Each Zone
 - 2. Loop circulating pumps
 - 3. Each AHU
 - 4. DOAS
- B. Zone Setpoints (Except Mechanical Rooms and Vestibules)
 - Initial Occupied Period Zone Setpoints (Regularly scheduled school days from 7:00 AM- 5:00 PM, Monday-Friday)
 - a) Cooling
 - (1) $72^{\circ}F$ (adjustable between 65°F and 80°F)
 - (2) Users shall be able to override individual zone setpoints at the local thermostats. User selected range shall be limited to +/-5°F (adjustable from 0°F-10°F) and within the cooling setpoint range described above. User overrides shall reset following system switchover to un-occupied condition.
 - b) Heating
 - (1) 70° F (adjustable between 60° F and 75° F)
 - (2) Users shall be able to override individual zone setpoints at the local thermostats. User selected range shall be limited to +/-5°F (adjustable from 0°F-10°F) and within the cooling setpoint range described above. User overrides shall reset following system switchover to un-occupied condition.
 - 2. Initial Un-Occupied Period Zone Setpoints (All remaining time that is not defined as Occupied)
 - a) Cooling
 - (1) $77^{\circ}F$ (adjustable between 65°F and 80°F)
 - (2) Users shall be able to override individual zone setpoints. User selected range shall be limited to +/-5°F (adjustable from 0°F-10°F) and within the cooling setpoint range described above. User overrides shall reset following system switchover to occupied condition.
 - b) Heating
 - (1) $65^{\circ}F$ (adjustable between $60^{\circ}F$ and $75^{\circ}F$)

- Users shall be able to override individual zone setpoints. User selected range shall be limited to +/-5°F (adjustable from 0°F-10°F) and within the cooling setpoint range described above. User overrides shall reset following system switchover to occupied condition.
- C. Zone Setpoints (Mechanical Rooms and Vestibules)
 - 1. Cooling
 - a) Not Enabled
 - 2. Heating
 - a) 55° F (adjustable between 50°F and 75°F)
 - (1) Users shall be able to override individual zone setpoints within the range described above.
- D. AHU Un-Occupied Periods
 - 1. Cooling
 - a) Individual air handling units shall not be enabled unless a minimum of(2) associated zones are above their setpoint.
 - b) A minimum of (2) individual air handlers shall be enabled before the chiller is enabled.
 - c) Once the chiller is enabled, all zones shall be cooled to their occupied setpoint.
 - 2. Heating
 - a) AHUs shall operate as required to maintain zone setpoints
- E. Cooling and Heating Mode Selection
 - 1. System cooling mode shall be enabled when:
 - a) Outside temperature is above 65°F (adjustable between 55°F and 70°F)
 - 2. System heating mode shall be enabled when:
 - a) Outside temperature is below 60°F (adjustable between 50°F and 65°F)
 - 3. Switchover
 - a) A 5°F (adjustable between 1°F and 10°F) dead band between the heating/cooling setpoint shall be maintained.
 - b) When the outside temperature transitions from below the heating mode setpoint to within the dead band, the system shall remain in heating mode. Switching from heating mode to cooling mode shall not occur until the outside temperature rises above the cooling mode enabling temperature and at least 5 zones (adjustable between 1 and 10 zones) are above their setpoint.
 - c) When the outside temperature transitions from above the cooling mode setpoint to within the dead band, the system shall remain in cooling mode. Switching from cooling mode to heating mode shall not occur until the outside temperature falls below the heating mode enabling

temperature and at least 5 zones (adjustable between 1 and 10 zones) are below their setpoint.

- F. Loop Temperature Setpoint
 - 1. Cooling Mode
 - a) The loop temperature setpoint shall be $55^{\circ}F$ (adjustable between $42^{\circ}F$ and $65^{\circ}F$).
 - 2. Heating Mode
 - a) The loop temperature setpoint shall be reset according to outdoor air temperature.
 - b) The loop temperature shall reset linearly between the minimum and maximum loop temperature setpoints.
 - Minimum loop temperature setpoint: 70°F (adjustable between 60°F and 130°F) at an outdoor air temperature of 70°F (adjustable between 60°F and 130°F) and above.
 - (2) Maximum loop temperature: 130°F (adjustable between 120°F and 180°F) at an outdoor air temperature of 0°F (adjustable between 10°F and -10°F) and below.
 - 3. Switchover
 - a) Upon system switchover from either heating to cooling or cooling to heating, the loop temperature setpoint shall be reset proportionally from the loop temperature at the time of system switchover to the appropriate loop temperature setpoints described above over the course of 60 minutes (adjustable between 0 and 180 minutes)
 - b) BAS shall prevent enabling of the chiller if the loop temperature is greater than 75°F (adjustable between 70°F and 100°F)
- G. BAS HMI Indications
 - 1. Occupancy mode for each piece of equipment or space
 - 2. Outdoor Dry-Bulb Temperature
 - 3. Outdoor Relative Humidity
 - 4. Outdoor Dewpoint (Calculated by BAS based on temperature and RH)
 - 5. Cooling/Heating System Mode
 - 6. Loop supply temperature
 - 7. Loop return temperature
 - 8. Loop temperature setpoint
 - 9. Temperature and setpoint for each zone
 - 10. Occupancy status for each zone (via zone occupancy sensor)
 - 11. Fire alarm activated
 - 12. Link to written system and equipment sequences

1.2 HEATING/COOLING SWITCHOVER VALVES (VLV-01, 02, 03, AND 04)

- A. When the system is in cooling mode, the BAS shall:
 - 1. Cause VLV-01 and VLV-02 to close isolating the boiler from loop water flow.
 - 2. Cause VLV-03 and VLV-04 to open directing loop water flow through the chilled water heat exchanger.
- B. When the system is in heating mode, the BAS shall:
 - 1. Cause VLV-01 and VLV-02 to open directing loop water flow through the boiler.
 - 2. Cause VLV-03 and VLV-04 to close isolating the chilled water heat exchanger from loop water flow.
- C. Safety Shutdowns/Alarm Generation
 - 1. A valve alarm shall be generated if the valve is directed to either open or close and proof of position is not generated by valve mounted limit switches within 60 seconds.
- D. BAS HMI Indications
 - 1. VLV-01 Position (Open/Closed)
 - 2. VLV-02 Position (Open/Closed)
 - 3. VLV-03 Position (Open/Closed)
 - 4. VLV-04 Position (Open/Closed)
 - 5. VLV-01 Position Alarm
 - 6. VLV-02 Position Alarm
 - 7. VLV-03 Position Alarm
 - 8. VLV-04 Position Alarm

1.3 LOOP CIRCULATING PUMPS

- A. The BAS shall enable a loop circulating pump at all times except when the system is in un-occupied cooling mode.
- B. Safety Shutdowns/Alarm Generation
 - 1. A loop circulating pump general alarm shall be generated if a loop circulating pump is not proven on within one minute of generating a loop circulating pump enable signal.
- C. Pump Selection
 - 1. Pumps shall alternate between Lead and Lag every 24 hours. (Adjustable between 1 and 168 hours).
 - 2. Lag pump operation shall be enabled upon failure of the lead pump.
- D. BAS HMI Indications
 - 1. Pump 1 Running (Proven by differential pressure switch)
 - 2. Pump 2 Running (Proven by differential pressure switch)
 - 3. Pump 1 Failure

4. Pump 2 Failure

1.4 BOILER

- A. Central BAS System Control
 - 1. The BAS shall enable the leader local boiler controller when:
 - a) System is in heating mode and
 - b) The loop supply temperature is below setpoint and
 - c) A loop circulating pump is proven on
 - 2. The BAS shall provide the loop temperature setpoint to the leader local boiler controller.
 - 3. Safety Shutdowns/Alarm Generation
 - a) A boiler general alarm shall be generated if the local boiler control panel generates an alarm signal.
 - b) A boiler general alarm shall be generated if the boiler modulation rate is not proven on within five minutes of generating a boiler enable signal
 - c) A boiler general alarm shall be generated if the loop supply temperature is greater than +/-10°F (adjustable between 5°F and 20°F) from setpoint for more than ten minutes (adjustable between 5 and 60 minutes)
 - 4. BAS HMI Indications
 - a) Boiler Enabled
 - b) Boiler 01 Modulation Rate
 - c) Boiler 02 Modulation Rate
 - d) Boiler 01 Entering Water Temperature
 - e) Boiler 01 Leaving Water Temperature
 - f) Boiler 02 Entering Water Temperature
 - g) Boiler 02 Leaving Water Temperature
 - h) Boiler 01 Common Alarm
 - i) Boiler 02 Common Alarm
- B. Local Boiler Controller

When enabled by the BAS, the local boiler leader controller shall communicate with the follower boiler controller to control the boilers and associated ancillary components as follows.

- 1. Prior to boiler firing, local controller shall cause the boiler circulation pump to run and verify flow via flow switch.
- 2. Boiler staging
 - a) Boilers shall alternate between Lead and Lag every 24 hours.
 - b) Lead boiler shall modulate firing rate to provide loop setpoint temperature.

- c) If lead boiler cannot maintain the loop temperature setpoint the lag boiler shall be enabled and the firing rate modulated to maintain loop temperature setpoint.
- 3. Safety Shutdowns/Alarm Generation
 - a) Boiler and controls shall be installed according to ASME-CSD1.

1.5 CHILLER

- A. Central BAS System Control
 - 1. The BAS shall enable the chiller local controller when:
 - a) System is in cooling mode and
 - b) The loop supply temperature is above setpoint and
 - c) A loop circulating pump is proven on
 - 2. The BAS shall provide the loop temperature setpoint to the chiller controller.
 - 3. Safety Shutdowns/Alarm Generation
 - a) A chiller general alarm shall be generated if the local chiller control panel generates an alarm signal.
 - b) A chiller general alarm shall be generated if the chiller capacity indications is not proven on within five minutes of generating a chiller enable signal
 - c) A chiller general alarm shall be generated if the loop supply temperature is greater than +/-10°F (adjustable between 5°F and 20°F) from setpoint for more than ten minutes (adjustable between 5 and 60 minutes)
 - 4. BAS HMI Indications
 - a) Chiller Enabled
 - b) Chiller Operating Capacity (%)
 - c) Heat Exchanger Entering Water Temperature
 - d) Heat Exchanger Leaving Water Temperature
 - e) Chiller Common Alarm
- B. Local Chiller Controller
 - 1. Prior to chiller operation local controller shall verify heat exchanger water flow via flow switch.
 - 2. Chiller shall modulate output to provide the loop supply temperature setpoint.

1.6 AIR HANDLING UNITS (AHU)

- A. Central BAS System Control
 - 1. The BAS shall enable the AHU supply fan when at least one associated zone is:
 - a) Calling for heating and the system is in heating or
 - b) Calling for cooling and the system is in cooling.

- 2. Safety Shutdowns/Alarm Generation:
 - a) Building fire alarm activation shall disable operation of the AHU supply fan.
 - b) Activation of the smoke detector in the return side of the AHU shall initiate the building fire alarm.
 - c) An AHU general alarm shall be generated if the AHU is not proven on within five minutes of generating an AHU enable signal.
 - An AHU general alarm shall be generated if the AHU leaving air temperature is greater than +/-5°F (adjustable between 2°F and 10°F) from setpoint for more than five minutes (adjustable between 1 and 20 minutes)
- 3. The BAS system shall determine AHU leaving air temperature setpoints according to the following:
 - (1) Cooling Mode
 - (a) The AHU leaving air temperature setpoint shall be 65°F.
 (adjustable between 55°F and 65°F)
 - (2) Heating Mode
 - (a) The AHU leaving air temperature setpoint shall be 90°F.
 (adjustable between 80°F and 110°F)
- 4. Supply Fan
 - a) Upon enabling of the AHU the supply fan shall be energized and the supply air fan slowly ramped up over 30 seconds to achieve a duct static pressure of 0.75" w.g. (adjustable between 0.25" w.g. and 1.00" w.g.). The air handling unit supply fan speed shall modulate to maintain duct static pressure setpoint. The supply fan speed shall not drop below 30% fan speed (adjustable between 0% and 100%) to assure adequate fan motor cooling.
 - b) The final duct static pressure setpoint shall be determined in consultation with the balancing contractor.
- 5. Hydronic Coil Control Valve
 - a) When the supply fan is energized, the hydronic coil control valve, shall modulate to maintain supply air temperature setpoint.
- 6. Zone Supply Dampers
 - a) Cooling Mode
 - (1) The zone control damper shall modulate proportionally within the range described below:
 - (a) Temperature less than or equal to setpoint: 0% Open
 - (b) Temperature 2°F or more above setpoint: 100% Open (adjustable between 1°F and 5°F)
 - b) Heating Mode

- (1) The zone control damper shall modulate proportionally within the range described below:
 - (a) Temperature greater than or equal to setpoint: 0% Open
 - (b) Temperature 2°F or more below setpoint: 100% Open (adjustable between 1°F and 5°F)
- 7. BAS HMI Indications
 - a) AHU Enabled
 - b) AHU Running (Airflow Switch)
 - c) AHU Fan Speed
 - d) AHU Leaving Air Temperature Setpoint
 - e) AHU Leaving Air Temperature
 - f) AHU Common Alarm
 - g) Control Valve Position
 - h) Zone Control Damper Position for each Zone
 - i) Supply duct pressure setpoint
 - j) Supply duct pressure

1.7 DEDICATED OUTDOOR AIR SYSTEM (DOAS)

- A. Central BAS System Control
 - 1. The BAS shall enable the DOAS system during all occupied periods. The HMI shall include a manual enable/disable selector switch for the DOAS system during un-occupied periods.
 - 2. Safety Shutdowns/Alarm Generation:
 - a) Building fire alarm activation shall disable operation of the DOAS unit.
 - b) A DOAS general alarm shall be generated if the DOAS is not proven on by the air flow switch within five minutes of generating a DOAS enable signal.
 - A DOAS general alarm shall be generated if the hydronic coil or DX coil leaving air temperature is greater than +/-5°F (adjustable between 2°F and 10°F) from setpoint for more than five minutes (adjustable between 1 and 20 minutes)
 - d) When the hydronic coil leaving air temperature is observed to be 40°F by the freeze stat (adjustable between 32°F and 45°F):
 - (1) A DOAS freeze alarm shall be generated.
 - (2) Operation of the DOAS supply fan shall be prevented.
 - (3) The outdoor air intake damper shall be closed.
 - (4) The hydronic coil control valve shall be directed to provide full flow to the coil.
 - (5) The coil circulating pump shall be enabled.
 - (6) Manual reset at the DOAS unit shall be required to take the unit out of the freeze protection operation.
 - 3. Outdoor Air Intake Damper

- a) Prior to supply fan energization, the outdoor air intake damper shall be opened. Supply fan energization shall be prevented until damper open position is proved by actuator position indicator.
- 4. Supply Fan
 - a) Upon enabling of the DOAS system, DOAS-1 supply fan shall be energized and the supply air fan slowly ramped up over 30 seconds to achieve a duct static pressure of 0.75" w.g. (adjustable between ##" w.g. and ##" w.g.). The air handling unit supply fan speed shall modulate to maintain duct static pressure setpoint. The supply fan speed shall not drop below 30% fan speed (adjustable between 0% and 100%) to assure adequate fan motor cooling.
 - b) Once the DOAS-1 supply fan has reach 100% fan speed and is unable to maintain the duct static pressure setpoint, DOAS-2 shall be enabled.
 DOAS-2 supply fan shall then modulate to maintain duct static pressure setpoint. The supply fan speed shall not drop below 30% fan speed (adjustable between 0% and 100%) to assure adequate fan motor cooling.
 - c) The final duct static pressure setpoint shall be determined in consultation with the balancing contractor.
- 5. Hydronic Coil
 - a) When the supply fan is energized and the hydronic coil is enabled, the local BAS shall modulate the hydronic coil control valve as necessary to maintain the hydronic coil leaving air temperature setpoint.
- 6. Coil Circulating Pump
 - a) When the hydronic coil is enabled by the BAS, the coil circulating pump shall run.
 - b) When the outdoor air is below 35°F, the coil circulating pump shall run regardless of hydronic coil status.
- 7. Outdoor Air Supply Dampers
 - a) Occupied Mode: The BAS shall cause the outdoor air supply dampers to open when occupancy is sensed in the area of the supply damper. A minimum of 6 (adjustable from 1-15) dampers shall be open during all occupied periods. The dampers selected to be open to maintain the minimum number of dampers open requirement shall be based on a list of all dampers arranged by priority. The priority list of the dampers shall be user adjustable.
 - b) Un-Occupied Mode: The BAS shall cause 6 dampers (adjustable from 1-15) to open during un-occupied periods when the DOAS system is enabled. The dampers selected to be open to maintain the minimum number of dampers open requirement shall be based on a list of all dampers arranged by priority. The priority list of the dampers shall be user adjustable.

- 8. The BAS system shall determine if the DOAS unit is in Dehumidification Mode or Normal Mode based on the outdoor air dewpoint temperature.
 - a) Dehumidification Mode shall be enabled when Outdoor air dewpoint is higher than 46°F (adjustable between 43°F and 50°F).
 - b) Unit shall be in Normal Mode under all other dewpoint conditions
- 9. The BAS system shall determine setpoints and coil enable logic according to the following:
 - a) If the system is in the cooling mode and the DOAS unit is in dehumidification mode:
 - (1) Pre-Hydronic Coil Leaving Air Temperature Setpoint:
 (a) 60°F (adjustable between 55°F and 65°F)
 - (2) Heat Pump DX Coil Leaving Air Temperature Setpoint shall reset proportionally between the pre-hydronic coil leaving air temperature setpoint and a maximum heat pump DX coil discharge temperature of 70°F (adjustable between 65°F and 75°F) according to the relationship of the occupied zones and their relationship to their setpoint.
 - (a) If all zones are -1°F (adjustable between -5°F and 0°F) below setpoint or above, the heat pump DX coil shall not be enabled (heat pump DX coil setpoint equals the prehydronic coil setpoint).
 - (b) If a single zone is -3°F (adjustable between -5°F and 0°F), or more below setpoint, the heat pump DX coil setpoint shall be the maximum heat pump DX coil discharge temperature.
 - b) If the system is in the heating mode and the DOAS unit is in dehumidification mode:
 - (1) Pre-Hydronic Coil: Not Enabled
 - (2) Heat Pump DX Coil Leaving Air Temperature Setpoint:
 - (a) Occupied Mode: 43°F (adjustable between 40°F and 50°F)
 - (b) Un-Occupied Mode: $50^{\circ}F$ (adjustable between $40^{\circ}F$ and $50^{\circ}F$)
 - (3) Post-Hydronic Coil Leaving Air Temperature Setpoint:
 - Post-hydronic coil setpoint shall reset proportionally between the DX coil leaving air temperature setpoint and a maximum post-hydronic coil discharge temperature of 70°F (adjustable between 65°F and 75°F) according to the relationship of the occupied zones and their relationship to their setpoint.
 - (i) If all zones are -1°F (adjustable between -5°F and 0°F) below setpoint or above, the post-hydronic coil shall not be enabled (Post-hydronic coil setpoint equals the DX coil setpoint).

- (ii) If a single zone is -3°F (adjustable between -5°F and 0°F), or more below setpoint, the post-hydronic coil setpoint shall be the maximum post-hydronic coil discharge temperature.
- c) If the system is in the heating mode and the DOAS unit is normal mode:
 - (1) Hydronic Coil Leaving Air Temperature Setpoint:
 - (a) 70° F (adjustable between 60° F and 75° F)
 - (2) DX Coil: Not Enabled
 - (3) Post-Hydronic Coil: Not Enabled
- d) If the system is in the cooling mode and the DOAS unit is in normal mode:
 - (1) If outdoor air temperature is greater than 70°F:
 - (a) Pre-Hydronic Coil Leaving Air Temperature Setpoint:
 - (i) If all zones are 1°F (adjustable between 5°F and 0°F) below setpoint or above, the pre-hydronic coil setpoint shall be 60°F (adjustable between 55°F and 65°F)
 - (ii) If a single zone is -3°F (adjustable between -5°F and 0°F), or more below setpoint, the pre-hydronic coil setpoint shall reset proportionally up to a maximum setpoint temperature of 70°F (adjustable between 65°F and 75°F) according to the relationship of the zones to their setpoint.
 - (b) DX Coil: Not Enabled
 - (c) Post-Hydronic Coil: Not Enabled
 - (2) If outdoor air temperature is less than 70° F:
 - (a) Pre-Hydronic Coil: Not Enabled
 - (b) Heat Pump DX Coil: If zones are sub-cooled, the DX coil shall be enabled and heating provided to provide a DX coil leaving air temperature of 70°F (adjustable between 65°F and 75°F).
 - (c) Post-Hydronic Coil: Not Enabled
- e) If the system is in heating mode but the DOAS supply fan is not enabled, the following sequence shall be used to provide freeze protection for the coil:
 - (1) Pre-Hydronic Coil Leaving Air Temperature Setpoint: 50°F (adjustable between 35°F and 60°F).
 - (2) DX Coil: Not Enabled
 - Post-Hydronic Coil Leaving Air Temperature Setpoint: 50°F (adjustable between 35°F and 70°F).
- 10. BAS HMI Indications
 - a) DOAS Enabled
 - b) DOAS Running (Air flow switch)
 - c) Supply Fan Speed
 - d) Enable/Disable Selector Switch for DOAS during Un-Occupied Periods
 - e) Hydronic Coil Leaving Air Temperature Setpoint

- f) DX Coil Leaving Air Temperature Setpoint
- g) Post-Hydronic Coil Leaving Air Temperature Setpoint
- h) Hydronic Coil Leaving Air Temperature
- i) DX Coil Leaving Air Temperature
- j) Post-Hydronic Coil Leaving Air Temperature
- k) DOAS-01 Leaving Air Temperature
- 1) DOAS-01 Common Alarm
- m) DOAS Freeze Stat Alarm
- n) Outdoor air intake damper open
- o) Hydronic control valve position
- p) Zone Supply Damper open/close indication (each zone)
- q) Supply duct pressure
- r) Supply duct pressure setpoint
- s) CIRC-01 Running
- t) CU-01 Common Alarm
- u) CU-01 Compressor 1 Speed
- v) CU-02 Compressor 2 Speed
- w) DOAS Operation Mode Exhibit consisting of the following:
 - (1) Psychrometric Chart background showing
 - (a) Outdoor Air Dry Bulb Temperature
 - (b) Outdoor Air Relative Humidity
 - (c) Outdoor Air Dew Point Temperature
 - (2) The following shall be overlaid on the psychrometric chart background and shall update based on actual conditions and setpoints
 - (a) Data point indicating current outdoor air conditions
 - (b) Horizontal line indicating current dehumidification mode setpoint
 - (c) Vertical line indicating current heating mode setpoint
 - (d) Vertical line indicating current cooling mode setpoint
 - (3) The exhibit graphic shall be submitted with the BAS review submittal and additional static text will be provided at that time to be included on the exhibit.
- B. Local DOAS Condensing Unit Controller
 - Heat Pump DX Coil
 - a) When the supply fan is energized and the heat pump DX coil is enabled by the BAS, the local DOAS controller and the remote condensing unit local controller shall operate the refrigerant system to provide the DX coil setpoints provided by the BAS.

1.8 UNIT HEATERS

1.

- A. When the system is in cooling mode, the BAS shall:
 - 1. Disable operation of the unit heater.
 - 2. Modulate position of hydronic control valve to prevent water flow to coil.

- B. When the system is in heating mode and the space is below setpoint, the BAS shall:
 - 1. Cause the unit heater supply fan to run.
 - 2. Modulate hydronic coil control valve to maintain zone setpoint.
- C. BAS HMI Indications
 - 1. Control valve position

1.9 RADIANT CEILING PANEL HEATERS

- A. When the system is in cooling mode, the BAS shall:
 - 1. Disable operation of the radiant panel heater.
 - 2. Modulate position of hydronic control valve to prevent water flow to coil.
 - 3. Close hydronic isolation valve to prevent water flow to coil.
- B. When the system is in heating mode and the space is below setpoint, the BAS shall:1. Modulate hydronic coil control valve to maintain zone setpoint.
- C. BAS HMI Indications
 - 1. Control valve position

1.10 EXISTING ELECTRIC CABINET HEATERS

- A. When the system is in cooling mode, the BAS shall:
 - 1. Disable operation of the cabinet heater.
- B. When the system is in heating mode and the space is below setpoint, the BAS shall:1. Operate the cabinet heater to maintain zone setpoint.
- C. BAS HMI Indications
 - 1. Cabinet heater operating

PART 2- PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 230993

SECTION 231123 - FACILITY NATURAL GAS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Pipes, tubes, and fittings.
- 2. Piping specialties.
- 3. Piping and tubing joining materials.
- 4. Valves.
- 5. Pressure regulators.

1.2 SUBMITTALS

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

1.3 PERFORMANCE REQUIREMENTS

- A. Minimum Operating-Pressure Ratings:
 1. Piping and Valves: 100 psig minimum unless otherwise indicated.
- B. Natural-Gas System Pressure within Buildings: 0.5 psig or less.

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
 - 1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
 - 2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.
 - 3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.

2.2 PIPING SPECIALTIES

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

2.3 JOINING MATERIALS

A. Joint Compound and Tape: Suitable for natural gas.

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

2.4 MANUAL GAS SHUTOFF VALVES

- A. Two-Piece, Full-Port, Bronze Ball Valves with Bronze Trim: MSS SP-110.
 - 1. Body: Bronze, complying with ASTM B 584.
 - 2. Ball: Chrome-plated bronze.
 - 3. Stem: Bronze; blowout proof.
 - 4. Seats: Reinforced TFE; blowout proof.
 - 5. Packing: Threaded-body packnut design with adjustable-stem packing.
 - 6. Ends: Threaded.
 - 7. CWP Rating: 600 psig.
 - 8. Service: Suitable for natural-gas service with "WOG" indicated on valve body.

PART 3 - EXECUTION

3.1 INDOOR PIPING INSTALLATION

- A. Comply with the International Fuel Gas Code for installation and purging of natural-gas piping.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Locate valves for easy access.
- G. Install natural-gas piping at uniform grade of 2 percent down toward drip and sediment traps.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.
- K. Verify final equipment locations for roughing-in.
- L. Comply with requirements in Sections specifying gas-fired appliances and equipment for roughing-in requirements.

- M. Drips and Sediment Traps: Install drips at points where condensate may collect, including service-meter outlets. Locate where accessible to permit cleaning and emptying. Do not install where condensate is subject to freezing.
 - 1. Construct drips and sediment traps using tee fitting with bottom outlet plugged or capped. Use nipple a minimum length of 3 pipe diameters, but not less than 3 inches long and same size as connected pipe. Install with space below bottom of drip to remove plug or cap.
- N. Extend relief vent connections for service regulators, line regulators, and overpressure protection devices to outdoors and terminate with weatherproof vent cap.
- O. Conceal pipe installations in walls, pipe spaces, utility spaces, above ceilings, below grade or floors, and in floor channels unless indicated to be exposed to view.
- P. Use eccentric reducer fittings to make reductions in pipe sizes. Install fittings with level side down.
- Q. Connect branch piping from top or side of horizontal piping.
- R. Install unions in pipes NPS 2 and smaller, adjacent to each valve, at final connection to each piece of equipment.
- S. Do not use natural-gas piping as grounding electrode.
- T. Install strainer on inlet of each line-pressure regulator and automatic or electrically operated valve.
- U. Install pressure gage downstream from each line regulator. Pressure gages are specified in Division 23 Section "Meters and Gages for HVAC Piping."

3.2 VALVE INSTALLATION

- A. Install manual gas shutoff valve for each gas appliance ahead of corrugated stainless-steel tubing or copper connector.
- B. Install regulators and overpressure protection devices with maintenance access space adequate for servicing and testing.

3.3 PIPING JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints:
 - 1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.
 - 2. Cut threads full and clean using sharp dies.
 - 3. Ream threaded pipe ends to remove burrs and restore full inside diameter of pipe.
 - 4. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.
 - 5. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

- D. Welded Joints:
 - 1. Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators.
 - 2. Bevel plain ends of steel pipe.
 - 3. Patch factory-applied protective coating as recommended by manufacturer at field welds and where damage to coating occurs during construction.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Install hangers for horizontal steel piping with the following maximum spacing and minimum rod sizes:
 - 1. NPS 1 and Smaller: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 2. NPS 1-1/4: Maximum span, 108 inches; minimum rod size, 3/8 inch.
 - 3. NPS 1-1/2 and NPS 2: Maximum span, 108 inches; minimum rod size, 3/8 inch.

3.5 CONNECTIONS

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

3.6 LABELING AND IDENTIFYING

A. Comply with requirements in Division 23 Section "Identification for HVAC Piping and Equipment" for piping and valve identification.

3.7 FIELD QUALITY CONTROL

- A. Test, inspect, and purge natural gas according to the International Fuel Gas Code and authorities having jurisdiction.
- B. Natural-gas piping will be considered defective if it does not pass tests and inspections.

3.8 INDOOR PIPING SCHEDULE

- A. Aboveground, natural gas piping NPS 2 and smaller shall be the following:
 1. Steel pipe with malleable-iron fittings and threaded joints.
- B. Aboveground, natural gas piping 2-1/2" and larger shall be:

1.

2. Steel pipe with wrought-steel fittings and welded joints.

END OF SECTION 231123

SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes pipe and fitting materials, joining methods, special-duty valves, and specialties for the following:
 - 1. Dual temperature piping (Hot-water heating and chilled water).
 - 2. Makeup-water piping.
 - 3. Condensate-drain piping.
 - 4. Blowdown-drain piping.
 - 5. Safety-valve-inlet and -outlet piping.
- B. See Division 23 Section "Hydronic Pumps" for pumps, motors, and accessories for hydronic piping.

1.2 SUBMITTALS

- A. Product Data: For each type of the following:
 - 1. Valves. Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.
 - 2. Air control devices.
 - 3. Hydronic specialties.

1.3 PERFORMANCE REQUIREMENTS

- A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature:
 - 1. Dual Temperature Piping: 125 psig at 200 deg F Insert temperature.
 - 2. Makeup-Water Piping: 100 psig at 150 deg F.
 - 3. Condensate-Drain Piping: 150 deg F.
 - 4. Blowdown-Drain Piping: 200 deg F.
 - 5. Air-Vent Piping: 200 deg F.
 - 6. Safety-Valve-Inlet and -Outlet Piping: Equal to the pressure of the piping system to which it is attached.

1.4 QUALITY ASSURANCE

A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tubing: ASTM B 88, Type L.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.

2.2 STEEL PIPE AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; type, grade, and wall thickness as indicated in Part 3 "Piping Applications" Article.
- B. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in Part 3 "Piping Applications" Article.
- C. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in Part 3 "Piping Applications" Article.
- D. Wrought-Steel Fittings: ASTM A 234/A 234M, wall thickness to match adjoining pipe.
- E. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:
 - 1. Material Group: 1.1.
 - 2. End Connections: Butt welding.
 - 3. Facings: Raised face.

2.3 PLASTIC PIPE AND FITTINGS

- A. PVC Plastic Pipe: ASTM D 1785, Schedules 40 and 80, plain ends as indicated in Part 3 "Piping Applications" Article.
- B. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2466 for Schedule 40 pipe; ASTM D 2467 for Schedule 80 pipe.
- C. PVC Solvent Cement: ASTM D 2564.

2.4 JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

- C. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- D. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.
- E. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- F. Solvent Cements for Joining Plastic Piping:
 1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2.5 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper-alloy and ferrous materials with threaded, solderjoint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions:
 - 1. Factory-fabricated union assembly, for 250-psig minimum working pressure at 180 deg F.
- D. Dielectric Couplings:
 - 1. Galvanized-steel coupling with inert and noncorrosive thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.

2.6 VALVES

- A. Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Division 23 Section "General-Duty Valves for HVAC Piping."
- B. Automatic Temperature-Control Valves, Actuators, and Sensors: Comply with requirements specified in Division 23 Section "Instrumentation and Control for HVAC."
- C. Calibrated Balance Valve:
 - 1. Body: Lead free brass
 - 2. Ball: 304 stainless steel.
 - 3. End Connections: Threaded or socket.
 - 4. Pressure/Temperature Connections: Two ports for portable differential pressure meter.
 - 5. Calibrated nameplate with memory stop to retain set position.
 - 6. CWP Rating: Minimum 125 psig.
 - 7. Maximum Operating Temperature: 250 deg F.

2.7 AIR CONTROL DEVICES

- A. Combination Manual and Automatic Air Vents:
 - 1. Body: Brass or Bronze.
 - 2. Internal Parts: Nonferrous.
 - 3. Automatic Operator: Noncorrosive metal float
 - 4. Manual Operator: Screwdriver or thumbscrew.

- 5. Inlet Connection: NPS 1/2.
- 6. Discharge Connection: NPS 1/8.
- 7. CWP Rating: 150 psig.
- 8. Maximum Operating Temperature: 240 deg F.

2.8 HYDRONIC PIPING SPECIALTIES

- A. Y-Pattern Strainers:
 - 1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
 - 2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
 - 3. Strainer Screen: 40-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.
 - 4. CWP Rating: 125 psig.
- B. Stainless-Steel Bellow, Flexible Connectors:
 - 1. Body: Stainless-steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket.
 - 2. End Connections: Threaded or flanged to match equipment connected.
 - 3. Performance: Capable of 3/4-inch misalignment.
 - 4. CWP Rating: 150 psig.
 - 5. Maximum Operating Temperature: 250 deg F.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Dual temperature piping, aboveground, NPS 2 and smaller, shall be:
 - 1. Schedule 40 steel pipe; Class 150, malleable-iron fittings; cast-iron flanges and flange fittings; and threaded joints.
- B. Dual temperature piping, aboveground, NPS 2-1/2 and larger, shall be:
 - 1. Schedule 40 steel pipe; wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
- C. Makeup-water piping installed aboveground shall be the following:
 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and brazed joints.
- D. Condensate-Drain Piping: Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.
- E. Blowdown-Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown drain is installed.
- F. Safety-Valve-Inlet and -Outlet Piping for Hot-Water Piping: Same materials and joining methods as for piping specified for the service in which safety valve is installed.

3.2 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains, and at supply connection to each piece of equipment.

- B. Install calibrated-orifice, balancing at each branch connection to return main.
- C. Install calibrated-orifice, balancing valves in the return pipe of each heating or cooling terminal.
- D. Install check valves at each pump discharge and elsewhere as required to control flow direction.
- E. Install safety valves at hot-water generators and elsewhere as required by ASME Boiler and Pressure Vessel Code. Install pipe drain to nearest floor drain or as indicated on Drawings. Comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, for installation requirements.
- F. Install pressure-reducing valves at makeup-water connection to regulate system fill pressure.

3.3 PIPING INSTALLATIONS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- L. Install drains, consisting of a tee fitting, NPS 3/4 ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- M. Install piping at a uniform grade of 0.2 percent upward in direction of flow.
- N. Reduce pipe sizes using eccentric reducer fitting installed with level side up.

- O. Install branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.
- P. Install valves according to Division 23 Section "General-Duty Valves for HVAC Piping."
- Q. Install unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- R. Install flanges in piping, NPS 2-1/2 and larger, at final connections of equipment and elsewhere as indicated.
- S. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, inline pump, and elsewhere as indicated. Install NPS 3/4 nipple and ball valve in blowdown connection of strainers NPS 2 and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2.
- T. Identify piping as specified in Division 23 Section "Identification for HVAC Piping and Equipment."

3.4 HANGERS AND SUPPORTS

- A. Hanger, support, and anchor devices are specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment." Comply with the following requirements for maximum spacing of supports.
- B. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
 - 2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 - 4. Spring hangers to support vertical runs.
 - 5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
 - 6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.
- C. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:
 - 1. NPS 3/4: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 - 2. NPS 1: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 - 3. NPS 1-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - 4. NPS 2: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - 5. NPS 2-1/2: Maximum span, 11 feet; minimum rod size, 3/8 inch.
 - 6. NPS 3: Maximum span, 12 feet; minimum rod size, 3/8 inch.
 - 7. NPS 4: Maximum span, 14 feet; minimum rod size, 1/2 inch.
 - 8. NPS 6: Maximum span, 17 feet: minimum rod size, 1/2 inch.
 - 9. NPS 8: Maximum span, 19 feet; minimum rod size, 5/8 inch.
 - 10. NPS 10: Maximum span, 20 feet: minimum rod size, 3/4 inch.
 - 11. NPS 12: Maximum span, 23 feet; minimum rod size, 7/8 inch.

- D. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
 - 1. NPS 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 - 2. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 - 3. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 4. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 5. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - 6. NPS 3: Maximum span, 10 feet; minimum rod size, 3/8 inch.
- E. Plastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.
- F. Support vertical runs at roof, at each floor, and at 10-foot intervals between floors.

3.5 PIPE JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.

- 3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
- 4. PVC Nonpressure Piping: Join according to ASTM D 2855.

3.6 HYDRONIC SPECIALTIES INSTALLATION

- A. Install combination automatic/manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.
- B. Install flexible pipe connection at each pipe connection to equipment.

3.7 TERMINAL EQUIPMENT CONNECTIONS

- A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.
- B. Install control valves in accessible locations close to connected equipment.
- C. Install ports for pressure gages and thermometers at coil inlet and outlet connections according to Division 23 Section "Meters and Gages for HVAC Piping."

3.8 CHEMICAL TREATMENT

- A. Fill system with fresh water and add liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products from piping. Circulate solution for a minimum of 24 hours, drain, clean strainer screens, and refill with fresh water.
- B. Notify Owner that system has been filled with fresh water and is ready for the water treatment contractor to assume responsibility for water treatment.

3.9 FIELD QUALITY CONTROL

- A. Prepare hydronic piping according to ASME B31.9 and as follows:
 - 1. Leave joints, including welds, uninsulated and exposed for examination during test.
 - 2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
 - 3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
 - 4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
 - 5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.
- B. Perform the following tests on hydronic piping:
 - 1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.

- 2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
- 3. Isolate expansion tanks and determine that hydronic system is full of water.
- 4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
- 5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components and repeat hydrostatic test until there are no leaks.
- 6. Prepare written report of testing.
- C. Perform the following before operating the system:
 - 1. Open manual valves fully.
 - 2. Inspect pumps for proper rotation.
 - 3. Set makeup pressure-reducing valves for required system pressure.
 - 4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
 - 5. Set temperature controls so all coils are calling for full flow.
 - 6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
 - 7. Verify lubrication of motors and bearings.

END OF SECTION 232113

SECTION 232123 - HYDRONIC PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:1. Close-coupled, in-line centrifugal pumps.

1.2 SUBMITTALS

- A. Product Data: Include certified performance curves and rated capacities, operating characteristics, furnished specialties, final impeller dimensions, and accessories for each type of product indicated. Indicate pump's operating point on curves.
- B. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. UL Compliance: Comply with UL 778 for motor-operated water pumps.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 CLOSE-COUPLED, IN-LINE CENTRIFUGAL PUMPS

- A. Manufacturers:
 - 1. Armstrong Pumps Inc.
 - 2. Aurora Pump; Division of Pentair Pump Group.
 - 3. Bell & Gossett; Div. of ITT Industries.
 - 4. Patterson Pump Co.; a Subsidiary of The Gorman-Rupp Co.
 - 5. Peerless Pump; a Member of the Sterling Fluid Systems Group.
 - 6. Taco Comfort Solutions.
- B. Description: Factory-assembled and -tested, centrifugal, overhung-impeller, close-coupled, inline pump as defined in HI 1.1-1.2 and HI 1.3; designed for installation with pump and motor

shafts mounted horizontally or vertically. Rate pump for 250-psig minimum working pressure and a continuous water temperature of 200 deg F.

- C. Pump Construction:
 - 1. Casing: Radially split, cast iron, with replaceable bronze wear rings, threaded gage tappings at inlet and outlet, and threaded companion-flange connections.
 - 2. Impeller: ASTM B 584, cast bronze; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw. Trim impeller to match specified performance.
 - 3. Pump Shaft: Stainless steel.
 - 4. Mechanical Seal: Carbon rotating ring against a ceramic seat held by a stainless-steel spring, and EPT bellows and gasket. Include water slinger on shaft between motor and seal.
 - 5. Packing Seal: Stuffing box, with a minimum of four rings of graphite-impregnated braided yarn with bronze lantern ring between center two graphite rings, and bronze packing gland.
 - 6. Pump Bearings: Permanently lubricated ball bearings.
- D. Motor: Single speed, with permanently lubricated ball bearings, unless otherwise indicated; and rigidly mounted to pump casing.

2.3 PUMP SPECIALTY FITTINGS

A. Triple-Duty Valve: Angle or straight pattern, 300-psig pressure rating, cast-iron body, pumpdischarge fitting; with drain plug and bronze-fitted shutoff, balancing, and check valve features. Brass gage ports with integral check valve, and orifice for flow measurement.

PART 3 - EXECUTION

3.1 PUMP INSTALLATION

- A. Comply with HI 1.4.
- B. Install pumps with access for periodic maintenance including removal of motors, impellers, couplings, and accessories.
- C. Suspend vertically mounted, in-line centrifugal pumps independent of piping. Use continuousthread hanger rods and spring hangers with vertical-limit stop of sufficient size to support pump weight

3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to machine to allow service and maintenance.
- C. Connect piping to pumps. Install valves that are same size as piping connected to pumps.
- D. Install suction and discharge pipe sizes equal to or greater than diameter of pump nozzles.
- E. Install check valve and throttling valve on discharge side of pumps.

- F. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- G. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

END OF SECTION 232123

SECTION 232300 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes refrigerant piping used for air-conditioning applications.

1.2 SUBMITTALS

A. Product Data: For each type of valve and refrigerant piping specialty indicated. Include pressure drop based on manufacturer's test data.

1.3 PERFORMANCE REQUIREMENTS

- A. Line Test Pressure for Refrigerant R-410A:
 - 1. Suction Lines for Air-Conditioning Applications: 300 psig.
 - 2. Suction Lines for Heat-Pump Applications: 535 psig.
 - 3. Hot-Gas and Liquid Lines: 535 psig.

1.4 QUALITY ASSURANCE

- A. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."
- B. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

1.5 PRODUCT STORAGE AND HANDLING

A. Store piping in a clean and protected area with end caps in place to ensure that piping interior and exterior are clean when installed.

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 88, Type K, ACR.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.
- D. Solder Filler Metals: ASTM B 32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- E. Brazing Filler Metals: AWS A5.8.
- F. Flexible Connectors:

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- 1. Body: Tin-bronze bellows with woven, flexible, tinned-bronze-wire-reinforced protective jacket.
- 2. End Connections: Socket ends.
- 3. Offset Performance: Capable of minimum 3/4-inch misalignment in minimum 7-inchlong assembly.
- 4. Pressure Rating: Factory test at minimum 500 psig.
- 5. Maximum Operating Temperature: 250 deg F.

2.2 **REFRIGERANTS**

A. ASHRAE 34, R-410A: Pentafluoroethane/Difluoromethane.

PART 3 - EXECUTION

3.1 **PIPING APPLICATIONS**

A. Hot-Gas Lines, Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type K, ACR drawn-temper tubing and wrought-copper fittings with Alloy HB soldered joints.

3.2 VALVE AND SPECIALTY APPLICATIONS

A. Install field installed valves and refrigeration system specialties provided by the refrigeration equipment manufacturer according to manufacturer instructions.

3.3 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.
- B. Install refrigerant piping according to ASHRAE 15.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping adjacent to machines to allow service and maintenance.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.

- J. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- K. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Division 08 Section "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- L. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Install traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- M. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- N. Install pipe sleeves at penetrations in exterior walls and floor assemblies.
- O. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- P. Install sleeves through floors, walls, or ceilings, sized to permit installation of full-thickness insulation.
- Q. Seal pipe penetrations through exterior walls.
- R. Identify refrigerant piping and valves according to Division 23 Section "Identification for HVAC Piping and Equipment."

3.4 PIPE JOINT CONSTRUCTION

- A. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- B. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."

3.5 HANGERS AND SUPPORTS

- A. Hanger, support, and anchor products are specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 feet long.
 - 2. Roller hangers and spring hangers for individual horizontal runs 20 feet or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 - 4. Spring hangers to support vertical runs.
 - 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for copper tubing with the following maximum spacing and minimum rod sizes:
 - 1. NPS 1/2: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 2. NPS 5/8: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 3. NPS 1: Maximum span, 72 inches; minimum rod size, 1/4 inch.
 - 4. NPS 1-1/4: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 5. NPS 1-1/2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 6. NPS 2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 7. NPS 2-1/2: Maximum span, 108 inches; minimum rod size, 3/8 inch.
 - 8. NPS 3: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - 9. NPS 4: Maximum span, 12 feet; minimum rod size, 1/2 inch.

3.6 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Comply with ASME B31.5, Chapter VI.
 - 2. Test refrigerant piping and specialties. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
 - 3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in Part 1 "Performance Requirements" Article.
 - a. Fill system with nitrogen to the required test pressure.
 - b. System shall maintain test pressure at the manifold gage throughout duration of test.
 - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
 - d. Remake leaking joints using new materials and retest until satisfactory results are achieved.

3.7 SYSTEM CHARGING

- A. Charge system using the following procedures:
 - 1. Install core in filter dryers after leak test but before evacuation.
 - 2. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
 - 3. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
 - 4. Charge system with a new filter-dryer core in charging line.

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Single-wall rectangular ducts and fittings.
 - 2. Single-wall round ducts and fittings.
 - 3. Double-wall round ducts and fittings.
 - 4. Sheet metal materials.
 - 5. Sealants and gaskets.
 - 6. Hangers and supports.
- B. Related Sections:
 - 1. Division 23 Section "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
 - 2. Division 23 Section "Air Duct Accessories" for dampers, sound-control devices, ductmounting access doors and panels, turning vanes, and flexible ducts.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible" and performance requirements and design criteria indicated.
 - 1. Static-Pressure Classes:
 - a. Supply Ducts: 1-inch wg.
 - b. Return Ducts (Negative Pressure): 1-inch wg.
 - c. Exhaust Ducts (Negative Pressure): 1-inch wg.
 - 2. Leakage Class:
 - a. Round Supply-Air Duct: 3 cfm/100 sq. ft. at 1-inch wg.
 - b. Rectangular Supply-Air Duct: 6 cfm/100 sq. ft. at 1-inch wg.
- B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards Metal and Flexible".

1.3 QUALITY ASSURANCE

A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 – " Systems and Equipment" and Section 7 – "Construction and System Start-up." B. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 – "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 1-4, "Transverse (Girth) Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-5, "Longitudinal Seams - Rectangular Ducts," for static-pressure class, applicable sealing requirements, materials involved, ductsupport intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards -Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 2, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SINGLE-WALL ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Transverse Joints - Round Duct," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 3-1, "Seams Round Duct and Fittings," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards Metal and Flexible."
 - 1. Fabricate round ducts larger than 90 in diameter with butt-welded longitudinal seams.

D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 DOUBLE-WALL ROUND DUCTS AND FITTINGS

- A. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on static-pressure class unless otherwise indicated.
 - 1. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 3-2, "Transverse Joints Round Duct," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards Metal and Flexible."
 - a. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
 - 2. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 3-1, "Seams Round Duct and Fittings," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards Metal and Flexible."
 - a. Fabricate round ducts with spiral longitudinal seams.
 - 3. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Inner Duct: Minimum 0.028-inch solid sheet steel..
- C. Interstitial Insulation: Fibrous-glass liner complying with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
 - 1. Maximum Thermal Conductivity: 0.27 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
 - 2. Install spacers that position the inner duct at uniform distance from outer duct without compressing insulation.
 - 3. Coat insulation with antimicrobial coating.
 - 4. Cover insulation with polyester film complying with UL 181, Class 1.

2.4 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct

construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
- C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.

2.5 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Two-Part Tape Sealing System:
 - 1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
 - 2. Tape Width: 4 inches.
 - 3. Sealant: Modified styrene acrylic.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 7. Service: Indoor and outdoor.
 - 8. Service Temperature: Minus 40 to plus 200 deg F.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
- C. Water-Based Joint and Seam Sealant:
 - 1. Application Method: Brush on.
 - 2. Solids Content: Minimum 65 percent.
 - 3. Shore A Hardness: Minimum 20.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. VOC: Maximum 75 g/L (less water).
 - 7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 8. Service: Indoor or outdoor.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- D. Flanged Joint Sealant: Comply with ASTM C 920.
 - 1. General: Single-component, acid-curing, silicone, elastomeric.
 - 2. Type: S.
 - 3. Grade: NS.
 - 4. Class: 25.
 - 5. Use: O.

- E. Round Duct Joint O-Ring Seals:
 - 1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
 - 2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
 - 3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct."
- C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- D. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- F. Trapeze and Riser Supports:
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards Metal and Flexible" unless otherwise indicated.
- C. Install round ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Division 23 Section "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials.

3.2 SEAM AND JOINT SEALING

A. Seal duct seams and joints for duct static-pressure and leakage classes specified in "Performance Requirements" Article, according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 1-2, "Standard Duct Sealing Requirements," unless otherwise indicated.

3.3 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Chapter 4, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 - 1. Where practical, install concrete inserts before placing concrete.
 - 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 - 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
 - 5. Do not use powder-actuated concrete fasteners for seismic restraints.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.

- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.4 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer.

3.5 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel.
- B. Elbow Configuration:
 - 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 2-2, "Rectangular Elbows."
 - a. Velocity 1000 fpm or Lower:
 - 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
 - b. Velocity 1000 to 1500 fpm:
 - 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-3, "Vanes and Vane Runners," and Figure 2-4, "Vane Support in Elbows."
 - c. Velocity 1500 fpm or Higher:
 - 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-3, "Vanes and Vane Runners," and Figure 2-4, "Vane Support in Elbows."
 - 2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 3-3, "Round Duct Elbows."
 - Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

- 1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
- 2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
- 3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
- b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
- c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam.
- C. Branch Configuration:
 - 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 2-6, "Branch Connections."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: High efficiency takeoff with gasket.
 - 2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals."
 - a. Velocity 1000 fpm or Lower: 90-degree tap.
 - b. Velocity 1000 fpm or Higher: 45-degree lateral.

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Manual volume dampers.
 - 2. Control Dampers.
 - 3. Turning vanes.
 - 4. Duct-mounted access doors.
 - 5. Flexible connectors.
 - 6. Flexible ducts.
 - 7. Duct accessory hardware.

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with AMCA 500-D testing for damper rating.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Exposed-Surface Finish: Mill phosphatized.
- C. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts.
- D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.2 MANUAL VOLUME DAMPERS

- A. Standard, Steel, Manual Volume Dampers:
 - 1. Standard leakage rating.
 - 2. Suitable for horizontal or vertical applications.
 - 3. Frames:
 - a. Hat-shaped, galvanized steel channels, 0.064-inch minimum thickness.
 - b. Mitered and welded corners.
 - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
 - 4. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Stiffen damper blades for stability.
 - d. Galvanized-steel, 0.064 inch thick.
 - 5. Blade Axles: Galvanized steel.
 - 6. Bearings:
 - a. Synthetic.
 - b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
 - 7. Tie Bars and Brackets: Galvanized steel.
- B. Damper Hardware:
 - 1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
 - 2. Include center hole to suit damper operating-rod size.
 - 3. Include elevated platform for insulated duct mounting.

2.3 CONTROL DAMPERS

- A. General: Coordinate dampers provided with the supplier of damper actuators as required to provide a complete system.
- B. Outdoor Air Intake Damper: Thermal isolation control damper, AMCA-rated, parallel-blade design; 0.125-inch- minimum thick, extruded-aluminum frames with holes for duct mounting and thermally insulated; damper blades shall be extruded aluminum of airfoil design with polyurethane foam fill with maximum blade width of 8 inches and length of 48 inches.
 - 1. Secure blades to 1/2-inch-diameter, zinc-plated axles using zinc-plated hardware, with bronze blade bearings, blade-linkage hardware of zinc-plated steel and brass.
 - 2. Operating Temperature Range: From minus 40 to plus 200 deg F.
 - 3. Edge Seals, Standard Pressure Applications: Closed-cell neoprene.
 - 4. Damper shall meet the leakage requirements of the latest version of the International Energy Conservation Code.

- C. Ventilation Air Two-Position Supply Dampers: AMCA-rated, parallel-blade design; 0.108-inchminimum thick, galvanized-steel frames with holes for duct mounting; damper blades shall not be less than 0.064-inch- thick galvanized steel with maximum blade width of 8 inches and length of 48 inches.
 - 1. Secure blades to 1/2-inch- (13-mm-) diameter, zinc-plated axles using zinc-plated hardware, with bronze blade bearings, blade-linkage hardware of zinc-plated steel and bars.
 - 2. Operating Temperature Range: From 40 to plus 180 deg F.
- D. AHU Supply Air Modulating Dampers: AMCA-rated, opposed-blade design; 0.108-inchminimum thick, galvanized-steel frames with holes for duct mounting; damper blades shall not be less than 0.064-inch- thick galvanized steel with maximum blade width of 8 inches and length of 48 inches.
 - 1. Secure blades to 1/2-inch- (13-mm-) diameter, zinc-plated axles using zinc-plated hardware, with bronze blade bearings, blade-linkage hardware of zinc-plated steel and bars.
 - 2. Operating Temperature Range: From 40 to plus 180 deg F.

2.4 TURNING VANES

- A. Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
- B. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards Metal and Flexible"; Figures 2-3, "Vanes and Vane Runners," and 2-4, "Vane Support in Elbows."
- C. Vane Construction: Single wall for ducts up to 48 inches wide and double wall for larger dimensions.

2.5 DUCT-MOUNTED ACCESS DOORS

- A. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 2-10, "Duct Access Doors and Panels," and 2-11, "Access Panels - Round Duct."
 - 1. Door:
 - a. Double wall, rectangular.
 - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
 - c. Vision panel.
 - d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
 - e. Fabricate doors airtight and suitable for duct pressure class.
 - 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
 - 3. Number of Hinges and Locks:
 - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
 - b. Access Doors up to 18 Inches Square: Two hinges and two sash locks.
 - c. Access Doors up to 24 by 48 Inches: Three hinges and two compression latches.

d. Access Doors Larger Than 24 by 48 Inches: Four hinges and two compression latches with outside and inside handles.

2.6 FLEXIBLE CONNECTORS

- A. Materials: Flame-retardant or noncombustible fabrics.
- B. Coatings and Adhesives: Comply with UL 181, Class 1.
- C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to 2 strips of 2-3/4-inch-wide, 0.028-inch-thick, galvanized sheet steel or 0.032-inch-thick aluminum sheets. Provide metal compatible with connected ducts.
- D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
 - 1. Minimum Weight: 26 oz./sq. yd.
 - 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
 - 3. Service Temperature: Minus 40 to plus 200 deg F.

2.7 FLEXIBLE DUCTS

- A. Insulated, Flexible Duct: UL 181, Class 1, black polymer film supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor-barrier film.
 - 1. Pressure Rating: 4-inch wg positive and 0.5-inch wg negative.
 - 2. Maximum Air Velocity: 4000 fpm.
 - 3. Temperature Range: Minus 20 to plus 175 deg F.
- B. Flexible Duct Connectors:
 - 1. Clamps: Nylon strap in sizes 3 through 18 inches, to suit duct size.

2.8 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards Metal and Flexible" for metal ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and aluminum accessories in aluminum ducts.

- C. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
- D. Set dampers to fully open position before testing, adjusting, and balancing.
- E. Install turning vanes where shown on the Drawings.
- F. Install test holes at fan inlets and outlets and elsewhere as required to facilitate testing and balancing.
- G. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
 - 1. On both sides of duct coils.
 - 2. Downstream from manual volume dampers, control dampers, and equipment.
 - 3. At each change in direction and at maximum 50-foot spacing.
 - 4. Upstream of turning vanes.
 - 5. Elsewhere as indicated.
- H. Install access doors with swing against duct static pressure.
- I. Access Door Sizes: (install the largest size below based on the ductwork size)
 - 1. Hand Access: 6 by 10 inches.
 - 2. Head and Hand Access: 12 by 12 inches.
 - 3. Head and Shoulders Access: 18 by 18 inches.
- J. Install flexible connectors to connect ducts to equipment.
- K. Connect diffusers to low-pressure ducts with maximum 60-inch lengths of flexible duct clamped or strapped in place.

SECTION 233416 – CENTRIFUGAL HVAC FANS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Backward-inclined centrifugal fans.

1.2 SUBMITTALS

- A. Product Data: Include rated capacities, furnished specialties, and accessories for each type of product indicated.
- B. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. AMCA Compliance: Products shall comply with performance requirements and shall be licensed to use the AMCA-Certified Ratings Seal.
- C. NEMA Compliance: Motors and electrical accessories shall comply with NEMA 1.
- D. Fan shall be manufactured in an ISO 9001 certified facility.
- E. Fan shall be listed by Underwriters Laboratories (UL 705).

PART 2 - PRODUCTS

2.1 BACKWARD-INCLINED CENTRIFUGAL FANS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. ABB Fan Group North America.
 - 2. Aerovent; a Twin City Fan Company.
 - 3. Loren Cook Company.
- B. Description: Factory-fabricated, -assembled, -tested, and -finished, belt-driven centrifugal fans consisting of housing, wheel, fan shaft, bearings, motor, drive assembly, and support structure.

- C. Housings: Bolted and welded construction utilizing corrosion resistant fasteners. Spun 16 gauge marine alloy aluminum panels to make curved-scroll housings with shaped cutoff; with doors or panels to allow access to internal parts and components.
 - 1. Panel Bracing: 14 gauge steel supports for mounting and supporting fan scroll, wheel, motor, and accessories. Isolated from unit structure with rubber vibration isolators.
 - 2. Spun inlet cone with flange.
 - 3. Outlet flange.
 - 4. Base: Aluminum, one-piece inlet, continuously welded curb cap corners.
- D. Backward-Inclined Wheels: Aluminum, Single-width-single-inlet and double-width-doubleinlet construction with curved inlet flange, backplate, backward-inclined blades welded or riveted to flange and backplate; aluminum hub riveted to backplate and fastened to shaft with set screws.
- E. Shafts: Statically and dynamically balanced and selected for continuous operation at maximum rated fan speed and motor horsepower, with final alignment and belt adjustment made after installation.
- F. Prelubricated and Sealed Shaft Bearings: Self-aligning, pillow-block-type ball bearings.
 - 1. Ball-Bearing Rating Life: ABMA 9, L50 at 200,000 hours at maximum cataloged operating speed.
- G. Belt Drives: Factory mounted, with final alignment and belt adjustment made after installation.
 - 1. Service Factor Based on Fan Motor Size: 1.5.
 - 2. Fan Pulleys: Cast iron or cast steel with split, tapered bushing; dynamically balanced at factory.
 - 3. Motor Pulleys: Adjustable pitch for use with motors through 5 hp; fixed pitch for use with larger motors. Select pulley so pitch adjustment is at the middle of adjustment range at fan design conditions.
 - 4. Belts: Oil resistant, nonsparking, and nonstatic; matched sets for multiple belt drives.
 - 5. Motor Mount: Adjustable for belt tensioning.
- H. Accessories:
 - 1. Scroll Access Doors: Shaped to conform to scroll, with quick-opening latches and gaskets.
 - 2. Companion Flanges: Rolled flanges for duct connections of same material as housing.
 - 3. Shaft Seals: Airtight seals installed around shaft on drive side of single-width fans.
- I. Motor Enclosure Type: Totally enclosed, fan cooled.

2.2 SOURCE QUALITY CONTROL

A. Sound-Power Level Ratings: Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.

B. Fan Performance Ratings: Establish flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests and ratings according to AMCA 210, "Laboratory Methods of Testing Fans for Rating."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install centrifugal fans level and plumb.
- B. Secure fan to the roof curb at all four corners using a minimum of four corrosion resistant anchor bolts or lag screws.
- C. Install units with clearances for service and maintenance.

3.2 CONNECTIONS

- A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors.
- B. Install ducts adjacent to fans to allow service and maintenance.
- C. Install line-sized piping from scroll drain connection, with trap with seal equal to 1.5 times specified static pressure, to nearest floor drain.

3.3 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. Verify that shipping, blocking, and bracing are removed.
 - 2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
 - 3. Verify that cleaning and adjusting are complete.
 - 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
 - 5. Adjust belt tension.
 - 6. Adjust damper linkages for proper damper operation.
 - 7. Verify lubrication for bearings and other moving parts.
 - 8. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
 - 9. Remove and replace malfunctioning units and retest as specified above.
- B. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes ceiling- and wall-mounted diffusers, registers, and grilles.

1.2 SUBMITTALS

- A. Product Data: For each product indicated, include the following:
 - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.

PART 2 - PRODUCTS

2.1 GRILLES AND REGISTERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Nailor Industries of Texas Inc.
 - 2. Price Industries.
 - 3. Titus.

2.2 SOURCE QUALITY CONTROL

A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install diffusers, registers, and grilles level and plumb.

- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

SECTION 235216 - CONDENSING BOILERS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes packaged, factory-fabricated and -assembled, gas-fired, modulating condensing boilers, trim, and accessories for generating hot water.

1.2 SUBMITTALS

- A. Product Data: For boilers, boiler trim, and accessories. Include performance data, operating characteristics, plans, elevations, details, wiring diagrams, piping diagrams, furnished specialties, and accessories.
- B. Source quality control test reports.
- C. Field quality-control test reports.
- D. Operation and maintenance data.
- E. Warranty documentation

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. ASME Compliance: Fabricate and label boilers to comply with ASME Boiler and Pressure Vessel Code. Boiler shall bear the ASME "H" stamp for 160 psi working pressure.
- C. Boiler shall be supplied and installed in accordance with ASME CSD-1-2009.
- D. ASHRAE/IESNA 90.1 Compliance, latest edition: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers Minimum Efficiency Requirements" with thermal efficiencies verified through third party testing by the Hydronics Institute Division of AHRI and listed in the AHRI Certification Directory.
- E. DOE Compliance: Minimum efficiency shall comply with 10 CFR 430, Subpart B, Appendix N, "Uniform Test Method for Measuring the Energy Consumption of Furnaces and Boilers."
- F. UL Compliance: Test boilers for compliance with UL 795, "Commercial-Industrial Gas Heating Equipment." Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.

1.4 WARRANTY

A. In addition to standard project warranty requirements, the complete heat exchanger assembly shall be covered by a (10) year parts and labor warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide a product manufactured by Lochinvar Corporation or a comparable product certified for indoor operation by one of the following:
 - 1. Fulton Boiler Works, Inc.
 - 2. Lochinvar.
 - 3. Gasmaster Industries Incorporated.
 - 4. Hydrotherm, Inc.; a division of Mestek, Inc.
 - 5. AERCO International.
 - 6. Heat Transfer Products, Inc.
 - 7. Laars Heating Systems; a division of Waterpik Technologies, Inc.
 - 8. Viessmann Manufacturing Co. (US) Inc.

2.2 MANUFACTURED UNITS

- A. Description: Factory-fabricated, -assembled, and -tested, condensing boiler with heat exchanger sealed pressure tight, built on a steel base; including jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls.
- B. Heat Exchanger: Type 316L, stainless-steel designed to drain condensation to the bottom of the heat exchanger assembly. A built-in trap shall allow condensation to drain from the heat exchanger assembly.
- C. Burner: Modulating, natural gas, pre-mix design and constructed of high temperature stainless steel.
 - 1. Input and output ratings shall be as indicated on the Drawings.
 - 2. Burner shall be capable of full modulation firing down to 20% of rated input.
- D. Gas Train: Gas train components shall be provided and installed in compliance with ASME CSD-01- 2009 and shall provide for manual shutoff and negative pressure regulation.
- E. Blower: Variable speed to precisely control fuel/air mixture to achieve maximum efficiency at various firing rates
- F. Ignition: Direct spark ignition with 100 percent main-valve shutoff with electronic flame supervision.
- G. Casing:
 - 1. Jacket: Heavy gauge steel jacket assembly, primed and pre-painted on both sides.
 - 2. A burner/flame observation port shall be provided.

- 3. Combustion chamber shall be sealed and completely enclosed, independent of outer jacket assembly, so that integrity of the other outer jacket does not affect a proper seal.
- 4. Provide with equipment leveling legs and mounting base to secure boiler to concrete base.

H. Boiler Pump

1. Constant speed boiler circulation pump powered and controlled by boiler controller. Pump shall be non-overloading, in-line, with thermal overload protection for the motor. Pump shall be designed to operate at the specified boiler temperatures and pressures.

I. Venting

- 1. Boiler shall be vented with a vertical roof-top termination. Provide boiler with concentric vent kit to allow for a single roof penetration.
- 2. Flue and inlet pipes shall be schedule 40 PVC.

J. Controls

- 1. Boiler supply voltage shall be 120V, 60 Hz, single-phase.
- 2. Boiler shall self-derive control circuit voltage.
- 3. Boiler shall include an electronic display for boiler set-up, boiler status, and boiler diagnostics.
- 4. Boiler shall provide power to and control operation of boiler circulation pump
- 5. Boiler controller shall include logic for lead/lag boiler sequencing operation.
 - a. Boiler controller shall rotate lead/lag boiler to equalize boiler run-times.
 - b. Boiler shall modulate lead and lag boilers as necessary to provide leaving water setpoint.
- 6. Connections to BAS. At a minimum provide for the following I/Os with the BAS system.
 - a. Boiler shall accept an enable signal from the BAS.
 - b. Boiler shall accept an analog input signal from the BAS for control of output setpoint.
 - c. Boiler shall provide an analog output signal to BAS for boiler modulation rate indication.
 - d. Boiler shall provide general boiler alarm output signal to the BAS.
 - e. Boiler shall provide an analog output signal to BAS for indication of water entering temperature
 - f. Boiler shall provide an analog output signal to BAS for indication of water leaving temperature

K. Accessories

- 1. At a minimum, provide the following accessory components along with any other components necessary to provide a complete and operational boiler system. Whenever possible, accessories shall be factory installed and wired. Accessories shipped loose shall be field installed by the Contractor according to manufacturer recommendations.
 - a. Provide with temperature pressure gauges for boiler inlet and outlet
 - b. High limit temperature control certified to UL 353
 - c. ASME certified pressure relieve valve
 - d. Inlet water temperature sensor

- e. Outlet water temperature sensor
- f. UL 353 flue temperature sensor
- g. UL 353 Low water flow protection
- h. UL 353 Low water level cutout with manual reset and test
- i. UL 353 Combustion air proving switch
- j. Drain valve with hose end connection
- k. Remote emergency electrical disconnect switch. Provide (2) switches. One for each door. Switch shall mushroom style push button with protective cover and "Emergency Boiler Shut-Down" label.
- 1. Condensate neutralization kit.

2.3 SOURCE QUALITY CONTROL

- A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.
- B. Test and inspect factory-assembled boilers, before shipping, according to ASME Boiler and Pressure Vessel Code.
- C. If required by any local or state laws, complete and submit all safety inspection forms and submit to the responsible local or state agency and arrange/complete any required inspections. Any inspection permits and inspection fees related to any required local or state inspections are to be paid for by the Contractor. The Contractor is also responsible for any non-compliance fees assessed by the local or state agency governing safety of Boilers and Pressure Vessels.

PART 3 - EXECUTION

3.1 BOILER INSTALLATION

- A. Install boilers level and secure to existing concrete housekeeping pad.
- B. Install gas-fired boilers according to NFPA 54.
- C. Assemble and install boiler trim.
- D. Install electrical devices and accessories furnished with boiler but not factory mounted.
- E. Install control wiring to field-mounted electrical devices.
- F. Complete and submit ASME CSD-1 Manufacturer's and Installing Contractors Report to the Missouri State Fire Marshall and arrange/complete any required inspections.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to boiler to allow service and maintenance.

- C. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection.
- D. Connect gas piping to boiler gas-train inlet with union. Piping shall be at least full size of gas train connection. Provide a reducer if required.
- E. Connect hot-water piping to supply- and return-boiler tappings with a union or flange at each connection.
- F. Install piping from safety relief valves to nearest floor drain.
- G. Boiler Venting:
 - 1. Install flue venting kit and combustion-air intake.
 - 2. Connect full size to boiler connections.
 - 3. Install roof penetrations according to industry standard practice and make water-tight.

3.3 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Perform installation and startup checks according to manufacturer's written instructions.
 - 2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - a. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level, and water temperature.
 - b. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- B. Remove and replace malfunctioning units and retest as specified above.

3.4 **DEMONSTRATION**

A. Train Owner's maintenance personnel to adjust, operate, and maintain boilers. Refer to 017900 Demonstration and Training for owner training requirements.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes a remote mounted, air-cooled condensers for outdoor installation paired with the dedicated outdoor air handling unit (DOAS) specified under separate Section.

1.3 SUBMITTALS

- A. Product Data: Literature shall be provided that indicates dimensions, operating and shipping weights, capacities, ratings, factory supplied accessories, electrical characteristics, wiring diagrams, connection requirements, and installation manual with startup requirements.
- B. Operation and maintenance data.
- C. Warranty Information

1.4 COORDINATION

A. Condenser will be remote mounted from air handling unit. Manufacturer shall review refrigerant line length and routing and provide any required accessories or components necessary to facilitate the required installation arrangement between the condenser and the air handling unit.

1.5 QUALITY ASSURANCE

- A. Air handling unit and associated air cooled refrigerant condensing unit shall be manufactured by the same company.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Unit shall be certified in accordance with UL Standard 1995/CSA C22.2 No. 236, Safety Standard for Heating and Cooling Equipment.
- D. Unit and refrigeration system shall comply with ASHRAE 15, Safety Standard for Mechanical Refrigeration.

- E. System Seasonal Energy Efficiency Ratio/Energy Efficiency Ratio (SEER/EER) shall be equal to or greater than prescribed by ASHRAE 90.1, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings.
- F. Unit shall be safety certified by ETL and be ETL US and ETL Canada listed. Unit nameplate shall include the ETL/ETL Canada label.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AAON, Inc.
 - 2. Carrier Corporation; a member of the United Technologies Corporation Family.
 - 3. McQuay International
 - 4. Reznor-Thomas & Betts Corporation: Mechanical Products Division
 - 5. Trane; American Standard Inc.
 - 6. YORK International Corporation.

2.2 AIR-COOLED CONDENSER

- A. General
 - 1. Condensing unit shall operate as heat pump and include compressors, air-cooled condenser coils, condenser fans, suction and liquid connection valves.
 - 2. Unit shall be factory assembled and tested including leak testing of the coil and run testing of the completed unit. Run test report shall be supplied with the unit.
 - 3. Unit shall have decals and tags to indicate lifting and rigging, service areas and caution areas for safety and to assist service personnel.
 - 4. Unit components shall be labeled, including split system piping stub outs, refrigeration system components and electrical and controls components.
 - 5. Laminated color-coded wiring diagram shall match factory installed wiring and shall be affixed to the interior of the control compartment's access door.
 - 6. Unit nameplate shall be provided in two locations on the unit, affixed to the exterior of the unit and affixed to the interior of the control compartment.
 - 7. Unit shall be completely factory assembled, piped, wired and shipped in one section.
 - 8. Unit shall be specifically designed for outdoor application.
 - 9. Access to compressors and controls components shall be through hinged access doors with quarter turn, lockable handles.
 - 10. Exterior paint finish shall be capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.
 - 11. Unit shall include lifting lugs or shall be designed with forklift slots.
 - 12. Unit shall include factory installed, painted galvanized steel condenser coil guards on the face of the condenser coil.
- B. Refrigeration System
 - 1. Compressors shall be R-410A scroll type with thermal overload protection furnished with a crankcase heater.

- 2. Compressors shall be mounted in an isolated service compartment which can be accessed without affecting unit operation. Lockable hinged access doors shall provide access to the compressors.
- 3. Compressors shall be isolated from the base pan with the compressor manufacturer's recommended vibration isolators.
- 4. Each refrigeration circuit shall be equipped with automatic reset low pressure and manual reset high pressure refrigerant safety controls, Schrader type service fittings on both the high pressure and low pressure sides, and service valves for liquid and suction connections. Liquid line filter driers shall be factory provided and installed. Field installed refrigerant circuits shall include the low side cooling components, refrigerant, insulated hot gas bypass line, insulated hot gas line, and insulated suction line.
- 5. Unit shall include a factory holding charge of R-410A refrigerant and oil.
- 6. Each capacity stage shall be equipped with a 5 minute off delay timer to prevent compressor short cycling.
- 7. The unit shall be capable of stable cooling operation to a minimum of 45°F outdoor temperature.
- 8. Refrigeration circuit shall include a variable capacity compressor.
- 9. Lead refrigeration circuit shall be provided with modulating hot gas reheat valves, electronic controller, and liquid line receiver paired with a hot gas reheat coil in the air handler with enabling of the hot gas reheat and determination of discharge air temperature setpoint controlled by an external input.
- 10. Unit shall be configured as an air-source heat pump. Each refrigeration circuit shall each be equipped with a liquid line filter drier with check valve, reversing valve, suction line accumulator, liquid line receiver, and thermal expansion valve. Reversing valve shall deenergize during the heat pump heating mode of operation.
- 11. Condensing unit shall be provided with adjustable compressor lockout.
- 12. Each refrigeration circuit shall be equipped with a liquid line sight glass.
- 13. Each refrigeration circuit shall be equipped with suction and discharge compressor isolation valves.
- 14. Provide pressure measurement test port
- 15. Unit shall be provided with a compressor sound blanket.
- C. Fans
 - 1. Condenser fans shall be vertical discharge, axial flow, direct drive fans.
 - 2. Fan motor shall be weather protected, direct drive, and open drip proof with inherent overload protection.
 - 3. Condenser fans shall be variable speed via electronically commutated motor driven or VFD motor with factory installed head pressure control module. Condenser airflow shall continuously modulate based on head pressure and cooling operation shall be allowed down to 45°F.
- D. Coils
 - 1. Coils shall be designed for use with R-410A refrigerant and constructed of copper tubes with aluminum fins mechanically bonded to the tubes and aluminum end casings.
 - 2. Coils shall be hydrogen or helium leak tested.
- E. CONTROLS
 - 1. Manufacturer shall review sequence of operation provided under separate Project Manual Section and Drawings. Equipment shall be provided in accordance with these related documents and where necessary provided with unit mounted controls to provide indicated functionality. Where control via separate independent control system is indicated, unit shall include necessary internal wiring terminated on terminal strip for connection by others.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install unit according to manufacturer Installation, Operation and Maintenance Manual Instructions.
- B. Follow all manufacturer start-up instructions.
- C. Install units level and plumb, firmly anchored in locations indicated; maintain manufacturer's recommended clearances.
- D. Maintain manufacturer's recommended clearances for service and maintenance.
- E. Refrigerant Piping: Connect piping to unit with pressure relief, service valve, filter-dryer, and moisture indicator on each refrigerant-circuit liquid line.

3.2 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections:
 - 1. Perform electrical test and visual and mechanical inspection.
 - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Complete manufacturer's starting checklist.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - 5. Verify proper airflow over coils.
- B. Remove and replace malfunctioning air-cooled condensers and retest as specified above.

SECTION 237313 - MODULAR INDOOR CENTRAL STATION AIR HANDLING UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:1. Variable-air-volume, multi-zone air-handling units.

1.2 SUBMITTALS

- A. Product Data: For each air-handling unit indicated.
 - 1. Unit dimensions and weight.
 - 2. Cabinet material, metal thickness, finishes, insulation, and accessories.
 - 3. Fans:
 - a. Certified fan-performance curves with system operating conditions indicated.
 - b. Certified fan-sound power ratings.
 - c. Fan construction and accessories.
 - d. Motor ratings, electrical characteristics, and motor accessories.
 - 4. Certified coil-performance ratings with system operating conditions indicated.
 - 5. Filters with performance characteristics.
- B. Factory test report
- C. Operation and maintenance data.
- D. Warranty information

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of airhandling units and components.
- C. Comply with NFPA 70.

1.4 COORDINATION

- A. Coordinate sizes and arrangement of structural-steel base members, with actual equipment provided and existing conditions.
- B. Air handling units are a replacement for existing air handling units. Contractor shall field verify existing conditions and shall supply an air handling unit that is coordinated with existing conditions including but not limited to existing duct arrangements, piping locations, power locations, existing doors in equipment delivery routes, and dimensions and arrangements of

existing mechanical rooms. Contractor is responsible for all modifications required to existing conditions to facilitate the installation of equipment provided.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AAON, Inc.
 - 2. Carrier Corporation; a member of the United Technologies Corporation Family.
 - 3. Trane; American Standard Inc.
 - 4. YORK International Corporation.
 - 5. Klimor.

2.2 AIR HANDLING UNIT

- A. General
 - 1. Indoor air handling units shall include filters, supply fans, and dual temperature coil.
 - 2. Unit shall have a draw-through supply fan configuration and discharge air vertically.
 - 3. Unit shall be factory assembled and tested including leak testing of the coils and run testing of the supply fans and factory wired electrical system. Run test report shall be supplied with the unit.
 - 4. Unit shall have decals and tags to indicate lifting and rigging, service areas, and caution areas for safety and to assist service personnel.
 - 5. Unit components shall be labeled, including pipe stub outs and electrical and controls components.
 - 6. Laminated color-coded wiring diagram shall match factory installed wiring and shall be affixed to the interior of the control compartment's access door.
 - 7. Unit nameplate shall be provided in two locations on the unit, affixed to the exterior of the unit and affixed to the interior of the control compartment's access door.

2.3 CABINET

- A. All cabinet walls and access doors shall be fabricated of double wall, galvanized steel impact resistant panels.
- B. Unit insulation shall have a minimum thermal resistance R-value of 6.25.
- C. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Sealing shall be included between panels and between access doors and openings to reduce air leakage. Piping and electrical conduit through cabinet panels shall include sealing to reduce air leakage.
- D. Access to unit filters and coils shall be through hinged access door with quick open fasteners.
- E. Access to supply fans shall be through a removable access panel.
- F. All access doors shall be flush mounted to cabinetry.

- G. Condensate Drain Pans: 304 stainless steel designed for self-drainage with slopes to preclude buildup of microbial slime.
- H. Cooling coils shall be mechanically supported above the drain pan by multiple supports that allow drain pan cleaning and coil removal.
- I. Cabinet shall be designed to be self-supporting.

2.4 ELECTRICAL

- A. Unit shall be provided with power blocks for connecting power to the unit.
- B. Unit shall be provided with terminal strip connections for field installed control connections.
- C. Low and High voltage connection locations shall be separated and shall include a hinged service access door with quick open fasteners.
- D. Unit shall be supplied with control circuit transformer for unit contained controls.

2.5 CONTROLS

A. Manufacturer shall review sequence of operation provided under separate Project Manual Section and Drawings. Equipment shall be provided in accordance with these related documents and where necessary provided with unit mounted controls to provide indicated functionality. Where control via separate independent control system is indicated, unit shall include necessary internal wiring terminated on terminal strip for connection by others.

2.6 SUPPLY FAN AND MOTOR

- A. Fan and motor shall be statically and dynamically balanced
- B. Motor shall be direct drive and provide for variable speed operation. ECM motors or VFD driven motors will be considered acceptable. Motor speed will be controlled via external input.
- C. Manufacturer shall indicate minimum allowable air volume for satisfactory operation of all equipment components in their product submittal.
- D. Fan and motor shall be secured to the cabinet frame via vibration isolators.

2.7 AIR FILTRATION SECTION

- A. General Requirements for Air Filtration Section:
 - 1. Comply with NFPA 90A.
 - 2. Provide minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.
 - 3. Provide filter holding frames arranged for flat or angular orientation, with access doors to permit replacement.

B. Pre-Filter:

1. Factory-fabricated, flat-panel type.

- 2. Thickness: 2 inches.
- 3. Arrestance (ASHRAE 52.1): 80.
- 4. Merv (ASHRAE 52.2): 5.
- C. Final Filter:
 - 1. Factory-fabricated, extended-surface type.
 - 2. Thickness: 4 inches.
 - 3. Arrestance (ASHRAE 52.1): 90.
 - 4. Merv (ASHRAE 52.2): 8.

2.8 HYRDONIC COIL SECTION

- A. General Requirements for Coil Section:
 - 1.
 - 2. Comply with ARI 410.
 - 3. Coil shall be hydrogen or helium leak tested.
 - 4. Coil shall be constructed of copper tubes with aluminum fins mechanically bonded to the tubes and aluminum end casings.
 - 5. Fabricate coil section to allow removal and replacement of coil for maintenance and to allow in-place access for service and maintenance of coil(s).
 - 6. Coils shall not act as structural component of unit.

2.9 ACCESSORIES

A. Unit shall be provided with factory installed return air smoke detector compatible with existing building fire alarm system.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Equipment Mounting: Install air-handling units on fabricated steel base to elevate unit and facilitate access to associated floor drain. Steel base shall be anchored to concrete floor and air handling unit shall be attached to steel base.
- B. Install unit according to manufacturer Installation, Operation and Maintenance Manual Instructions.
- C. Follow all manufacturer start-up instructions
- D. Arrange installation of units to provide access space around air-handling units for service and maintenance.
- E. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with new, clean filters.
- F. Comply with requirements for piping specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- G. Install piping adjacent to air-handling unit to allow service and maintenance.

- H. Connect condensate drain pans using schedule 40 PVC pipe. Extend to nearest equipment or floor drain. Construct deep trap at connection to drain pan and install cleanouts at changes in direction.
- I. Hot- and Chilled-Water Piping: Comply with applicable requirements in Division 23 Section "Hydronic Piping." Install shutoff valve and union or flange at each coil supply connection. Install balancing valve and union or flange at each coil return connection.
- J. Connect duct to air-handling units with flexible connections.

SECTION 238239 - UNIT HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Horizontal throw hot water unit heater with propeller fans.

1.3 SUBMITTALS

- A. Product Data: Include rated capacities, operating characteristics, furnished specialties, and accessories for each product indicated.
- B. Operation and Maintenance Data.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Unit shall be listed by UL Std. No. 1995: "Heating and Cooling Equipment"

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Modine HVAC.
 - 2. Dayton.
 - 3. Reznor HVAC.

2.2 WALL AND CEILING HEATERS

- A. Performance shall be as indicated on the equipment schedule in the plans.
- B. Unit shall be designed for suspension mounting by threaded rods. Units intended for wall mounting shall be provided with a suitable wall bracket to allow for suspension mounting of unit.

C. Condenser Coils:

- 1. Extended surface type with aluminum fins bonded to copper tubes.
- 2. Coil shall be rated for a minimum of 150 psig and 375°F water.
- 3. Manufacturer shall leak test coils to at least 150 psig under water.
- 4. Fins shall be vertically oriented to minimize the collection of dirt and dust.

D. Fans

- 1. Fans shall be balanced and shall include appropriate guards.
- 2. Air deflectors shall be provided for modification of air flow direction in the vertical and horizontal direction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install unit heaters level and plumb.
- B. Follow all manufacturer installation instructions.
- C. Install wall-mounting thermostats and switch controls in electrical outlet boxes at heights to match lighting controls. Verify location of thermostats and other exposed control sensors with Drawings and room details before installation.

SECTION 238350 - HYDRONIC RADIANT HEATING PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes prefabricated hydronic radiant-heating panels.

1.2 SUBMITTALS

- A. Product Data: Include rated capacities, dimensions, operating characteristics, furnished specialties, and accessories for each type of product indicated.
- B. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Runtal.
 - 2. Sterling.
 - 3. Mestek, Inc.

2.2 GENERAL

- A. Steel panel radiator elements of size and capacity indicated on the Drawings.
- B. Description:
 - 1. Mounting: Panel shall be designed for surface mounting on gypsum board ceiling.
 - 2. Connections: Radiator's headers shall include all necessary inlet, outlet and vent connections as required. Standard connection sizes are ¹/₂" NPT tapered thread for supply and return piping, and 1/8" for the vent connection. A removable panel shall be provided on the end of the panel for access to all connections.
 - 3. Pressure Rating: Working pressure no less than 85 psi, test pressure rating no less than 110 psi.
 - 4. Baffling: Internal baffling shall be provided where required for proper water flow.
 - 5. Finish: Panel shall have a gloss powder coat finish selected from manufacturer's standard color options.
 - 6. Expansion: Panel radiation expansion shall not exceed 1/64" per foot of radiation at 215°F. The installer shall provide adequate expansion compensation for each radiator. Flex connectors shall be used when required.
PART 3 - EXECUTION

3.1 INSTALLATION

A. Install radiant-heating panels level and plumb following manufacturer installation instructions.

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The Contractor for this work is referred to the Drawings, Bidding Requirements, General Conditions, Special Conditions, Temporary Services and other pertinent Sections of these Specifications. These sections describe work which is a part of this Contract. The following General Provisions amplify and supplement these Sections of Specifications. In cases of conflicting requirements, the stipulations set forth in Division 1 supersede and must be satisfied by the Contractor.

1.2 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Common electrical installation requirements.

1.3 COORDINATION

- A. Contractor must read the entire Specifications covering other branches of Work. Contractor is responsible for coordination of his (her) work with work performed by other trades.
- B. Consult all Contract Documents which may affect the location of any equipment or apparatus furnished under this Work and make minor adjustments in location as necessary to secure coordination.
- C. System layout is schematic and exact locations shall be determined by structural and other conditions. This shall not be construed to mean that the design of the system may be arbitrarily changed. The equipment layout is to fit into the building as constructed and to coordinate with equipment included under other Divisions of Work.
- D. Contractor shall contact the Engineer immediately if he (she) notices any discrepancies or omissions in either the Drawings or Specifications, or if there are any questions regarding the meaning or intent thereof.
- E. Submit all changes, other than minor adjustments, to the Engineer for approval before proceeding with the work.
- F. The Contractor is required to visit the site and fully familiarize himself or herself concerning all conditions affecting the scope of work. Failure to visit the site shall not relieve the Contractor from any responsibility in the performance of his or her Work.
- G. All workmanship to be of the highest quality in accordance with the best practices of the trade by craftsmen/ craftswomen skilled in this particular work.
- H. Coordinate arrangement, mounting, and support of electrical equipment:

- 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
- 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
- 3. To allow right of way for piping and conduit installed at required slope.
- 4. To ensure connecting raceways, cables, wireways, cable trays, and busways are clear of obstructions and of the working and access space of other equipment.
- I. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.
- J. Coordinate sleeve selection and application with selection and application of firestopping.

1.4 PERMITS, INSPECTIONS AND CODES

- A. File all drawings, pay all fees, and obtain permits and certificate of inspection relative to this Work.
- B. Complete installation shall conform with all applicable Federal, State and Local laws, Codes and Ordinances including, but not limited to the latest approved editions of the following:
 - 1. State Building Codes.
 - 2. Specific Construction Safety Requirements, State Industrial Commission.
 - 3. National Electrical Code (NFPA-70).
 - 4. Life Safety Code, NFPA-101.
 - 5. Occupational Safety and Health Act (OSHA) of 1971 and all amendments thereto.
- C. Nothing contained in the drawings and specifications shall be construed to conflict with these laws, codes, and ordinances and they are hereby included in these specifications.

1.5 RECORD DRAWINGS

- A. Record all deviations from the Drawings, on a set of prints and deliver them to the Owner and Owner's Representative upon completion of the work. Special attention to record the location of concealed boxes, service runs shall be made at the point of installation to maintain accuracy.
 - 1. Sufficient dimensional tie points to permanent building features shall be provided for all buried conduits to facilitate future location.

1.6 INSPECTION

A. Contractor shall arrange for and include in his (her) bid, inspection of this work by the appropriate state or local code authority having jurisdiction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Furnish new, undeteriorated materials of a quality not less than what is specified.

B. Contractor to furnish and install only those brands of equipment mentioned specifically or accepted as substitutes.

2.2 EQUIPMENT SELECTION AND APPROVAL

- A. The selection of materials and equipment to be furnished shall be governed by the following:
 - 1. Where trade names, brands of manufacturer of equipment or materials are listed in the specification, the exact equipment listed shall be used in the bid or the contractor shall submit the necessary literature to show the alternative product meets the performance characteristics of that which has been called for. Where more than one name is listed, Contractor may select any one of the various brands specified.

2.3 SUBSTITUTIONS

- A. Contractor <u>must</u> base his (her) bid on furnishing the brands of material and equipment listed in the Specifications or their approved equals.
- B. The Contractor is entitled to bid on any other equal or similar brands of material and equipment he (she) may desire to substitute. In order to be considered, the Contractor <u>must</u> request approval to bid the substitution <u>in writing</u> no later than ten (10) days prior to the Bid Date. If permitted the substitutes will be approved by addendum.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Furnish all materials, labor, tools, transportation, incidentals, and appurtenances to complete in every detail and leave in working order all items of work called for herein or shown on the accompanying Drawings.
- B. Include any minor items of work necessary to provide a complete and fully operative electrical system which meets all required codes.
- C. Comply with NECA 1.
- D. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- E. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- F. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- G. Right of Way: Give to piping systems installed at a required slope.

3.2 PROTECTION AND CLEANING

- A. Protect all fixtures and equipment against damage from leaks or abuse and pay the cost of repair or replacement of fixtures or equipment made necessary by failure to provide suitable safeguards or protection.
- B. After all fixtures and equipment have been set, thoroughly clean all fixtures and equipment with manufacturers recommended cleaning agents, removing stickers and other foreign matter and leave every part in acceptable condition, clean and ready for use.
- C. Repair all dents and scratches in factory prime or finish coats on all electrical equipment. If damage is excessive, replacement may be required.

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.2 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 STANDARDS

- A. Insulation types, ratings and usage shall be in accordance with the National Electrical Code requirements.
- B. All conductors shall be copper
- C. Unless otherwise noted, minimum wire size for lighting and power branch circuits shall be No. 12 AWG. For control and auxiliary systems, the minimum size shall be No. 14 AWG.

2.2 CONDUCTORS AND CABLES

- A. All wire and cable shall be UL listed.
- B. Copper Conductors: Comply with NEMA WC 70.
- C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN, XHHW, and SO.
 - 1. THHN-THWN and XHHW: 90°C temperature rating in dry or wet locations.
- D. Multiconductor Cable: Comply with NEMA WC 70 for metal clad cable, Type MC and Type SO with ground wire.

2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

B. All components used at wiring terminations, connections and splices shall be UL listed.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN or XHHW single conductors in raceway.
- B. Feeders and Branch Circuits: Type THHN-THWN orXHHW single conductors in raceway.
- C. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainlesssteel, wire-mesh, strain relief device at terminations to suit application.
- D. Concealed light fixture whips: Metal clad (Type MC) cable limited to six feet in length.
- E. Existing walls and ceilings requiring fishing of cable between access points: Metal clad cable (Type MC).
- F. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- G. Class 2 Control Circuits: Power-limited cable, concealed in building finishes.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- F. Install and make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.

- 1. Use oxide inhibitor at each splice, tap conductor and equipment termination for aluminum conductors.
- G. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1.
- B. PVC Coated Rigid Steel Conduit: UL 6, NEMA RN 1
- C. EMT: ANSI C80.3.
- D. FMC: Zinc-coated steel.
- E. LFMC: Flexible steel conduit with PVC jacket.
- F. Fittings for Conduit (Including all types and flexible and liquid-tight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 - 1. Fittings for EMT: Steel, set-screw or compression type. Die cast fittings are not acceptable.
- G. LFMC: Flexible steel conduit with PVC jacket. Made from a continuous length of galvanized cold rolled steel strip, spirally wound. Adjacent strips shall have locked typed construction with all the edges turned in. With an extruded PVC jacket.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. PVC conduit shall be heavy wall, Schedule 40 ultra-violet resistant, UL listed under Standard 651. Conduit shall be suitable for use with 90°C insulated wire. Conduit fittings and cement shall be of the same manufacturer.
- B. Fittings for Schedule 40 PVC: Match to conduit or tubing type and material.

2.3 BOXES AND ENCLOSURES

- A. Sheet Metal Outlet and Device Boxes: NEMA OS 1,
- B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- D. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
 - 1. Exposed Conduit: Rigid Steel Conduit.
 - 2. Concealed Conduit: EMT.
 - 3. Underground Conduit: Schedule 40 PVC, direct buried.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Comply with the following indoor applications, unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. All other exposed areas: RMC.
 - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC
 - 5. Damp or Wet Locations: RMC.
 - 6. Raceways for Optical Fiber or Communications Cable: EMT.
 - 7. Boxes and Enclosures: NEMA 250, Type 1, except as noted on the Drawings.
- C. Minimum Raceway Size: 3/4-inch trade size Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. In finished areas, conduit must be concealed above accessible ceilings, within the building structure, or within chases. Exposed conduits to be run tight to wall or ceiling and installed in a neat workmanlike manner, ready for painting.
- C. Install conduit parallel or perpendicular to building lines (except where run in or below floor slabs). Keep conduit runs as closed to underside of structure as possible.
- D. Exercise necessary precautions to prevent accumulation of water, dirt, or concrete in conduits during execution of electrical work. Conduit in which water or foreign material has been permitted to accumulate shall be thoroughly cleaned or replaced where such accumulations cannot be removed.
- E. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Complete raceway installation before starting conductor installation.
- G. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- I. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- J. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Change from ENT rigid steel conduit before rising above the floor.
- K. Raceways below slabs:
 - 1. Minimum conduit size shall be 1".
 - 2. Change from PVC conduit to rigid steel conduit before rising above floor.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- M. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 240-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- N. Raceways for Optical Fiber and Communications Cable: Install as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
 - 2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.

- 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless. Separate lengths with pull/junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- O. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- P. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
- Q. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
 - 1. Wall boxes in tile, marble, brick or other finished masonry wall shall be of welded construction and designed for installation within masonry.
- R. Set metal floor boxes level and flush with finished floor surface.
- S. Metal boxes cast in concrete shall be designed for concrete installation.
- T. Weather-proof boxes shall be die cast aluminum.
- U. Boxes for exposed work in finished area to be Type FS with threaded hubs and rigid conduit risers.
- V. Install expansion fittings at all locations where conduits cross building expansion joints.
- W. Secure rigid conduit at cabinets and boxes using insulated throat type grounding and bonding bushings. Locknuts shall be tightened to cut through painted surfaces.
- X. Where a number of conduits are to be run exposed and parallel, one with another, they shall be grouped and supported by trapeze hangers or unistrut racks tight to the building structure.
- Y. Mount junction and pull boxes securely to building structure in a location that meets the requirements of the National Electrical Code for accessibility and work space clearance. Coordinate exact locations of work with other trades. Unless noted otherwise, mounting heights shall be (all measurements are to the top of the box):

Switches, receptacles, or telephone/data	12" above countertop
shown above a countertop	
Dedicated receptacles	To suit equipment (see
(i.e. refrigerator, microwave, etc.)	equipment/cabinetry elevation
	drawings where applicable)
Other interior receptacles	16" AFF
Exterior receptacles	20" above finished grade

Other switches	48" AFF
Telephone/data shown next to a doorway	56" AFF
Other telephone/data	16" AFF

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit (not concrete encased):
 - 1. Install direct buried conduit according to Division 31 requirements for conduit installation.
 - 2. Absent Division 31 requirements or if the following is more stringent, install direct buried conduit as follows:
 - a. Excavate by open cut unless otherwise directed on the Drawings.
 - b. Excavate to the depths necessary to provide at least the NEC required minimum burial depths upon project completion.
 - c. Over-excavate organic, soft, spongy, or otherwise unsuitable soils found at or below the bottom of the trench as needed to meet firm subsoil.
 - d. Trenches in non-pavement and non-structure areas:
 - 1) After installing conduit, backfill and compact utilizing native backfill material. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction leaving a mound on the surface to accommodate future settling.
 - e. Trenches under pavement or structures and within 5'-0" of same:
 - After installing conduit, backfill with compacted aggregate to 95% standard proctor density in 8" maximum lifts. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling.
 - 3. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches (minimum) of concrete.
 - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
 - 4. Buried Warning Identification Tape: Provide 12 wide plastic detectable tape with foil backing 12 inches minimum below grade, and 12 inches minimum above conduits.

3.4 **FIRESTOPPING**

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

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

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. This Section includes the following individually mounted, enclosed switches and circuit breakers:
 - 1. Fusible switches.
 - 2. Nonfusible switches.
 - 3. Enclosures.

1.3 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current rating.

1.4 QUALITY ASSURANCE

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

1.5 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 FUSIBLE AND NONFUSIBLE SWITCHES

- A. Manufacturers:
 - 1. Eaton Corporation; Cutler-Hammer Products.
 - 2. General Electric Co.; Electrical Distribution & Control Division.
 - 3. Square D/Group Schneider.
- B. Fusible Switch, 600 A and Smaller: NEMA KS 1, Type Heavy Duty pole, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept two padlocks interlocked with cover in closed position.
- C. Non-fusible Switch, 600 A and Smaller: NEMA KS 1, Type Heavy Duty pole lockable handle with capability to accept two padlocks interlocked with cover in closed position.
- D. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; and labeled for copper and aluminum neutral conductors.

2.2 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
 - 1. Outdoor Locations: NEMA 250, Type 3R
 - 2. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
 - 3. As noted in the drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.
- B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

3.2 CLEANING

A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.

B. Inspect exposed surfaces and repair damaged finishes.

SECTION 283100 - FIRE DETECTION AND ALARM

PART 1 - GENERAL

1.1 SUMMARY

A. Connect new duct smoke detectors to existing fire detection and alarm system.

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 - PRODUCTS

2.1 FUNCTION

- A. The duct smoke detectors shall function as a fire detection initiation device and shall initiate the same fire alarm system actions as the existing manual pull stations.
- B. Activation of the fire alarm system shall prevent the fans on all air handlers from operating.

2.2 MATERIALS

- A. Existing fire alarm control panel: Kidde KAS-200.
- B. Duct smoke detectors shall be provided with HVAC equipment by HVAC equipment manufacturer.
- C. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NFPA 72 and NEC Article 760 for installation of fire-alarm equipment.
- B. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- C. Install the work of this Section in accordance with the manufacturer's recommendations.