



PROJECT MANUAL

Replace HVAC Gentry Residential Treatment Center Cabool, Missouri

Designed By: True Engineering Group
1200 E. Woodhurst Drive, Building P
Springfield, MO 65804

Date Issued: July 17, 2025

Project No.: H2409-01

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design and Construction

SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: ("H2409-01")

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:



07-17-2025

Jacob Nelson, PE
MO# PE-2009018758

MEP ENGINEER OF RECORD

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

TABLE OF CONTENTS

SECTION	TITLE	NUMBER OF PAGES
---------	-------	-----------------

DIVISION 00 – PROCUREMENT AND CONTRACTING INFORMATION

000000 INTRODUCTORY INFORMATION

000101	Project Manual Cover	1
000107	Professional Seals and Certifications	1
000110	Table of Contents	2
000115	List of Drawings	1

001116	INVITATION FOR BID (IFB)	1
--------	--------------------------	---

002113	INSTRUCTIONS TO BIDDERS	7
--------	-------------------------	---

NOTICE TO BIDDERS

The following procurement forms can be found on our website at:
<https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>
 and shall be submitted with your bid to FMDCBids@oa.mo.gov

004000 PROCUREMENT FORMS & SUPPLEMENTS

004113	Bid Form	*
004322	Unit Prices Form	*
004336	Proposed Subcontractors Form	*
004337	MBE/WBE/SDVE Compliance Evaluation Form	*
004338	MBE/WBE/SDVE Eligibility Determination Form for Joint Ventures	*
004339	MBE/WBE/SDVE Good Faith Effort (GFE) Determination Forms	*
004340	SDVE Business Form	*
004541	Affidavit of Work Authorization	*
004545	Anti-Discrimination Against Israel Act Certification form	*

005000 CONTRACTING FORMS AND SUPPLEMENTS

005213	Construction Contract	3
--------	-----------------------	---

006000 PROJECT FORMS

006113	Performance and Payment Bond	2
006325	Product Substitution Request	2
006519.16	Final Receipt of Payment and Release Form	1
006519.18	MBE/WBE/SDVE Progress Report	2
006519.21	Affidavit of Compliance with Prevailing Wage Law	1

007000 CONDITIONS OF THE CONTRACT

007213	General Conditions	20
007300	Supplementary Conditions	2
007333	Supplementary General Conditions for Federally Funded/Assisted ARPA Construction Projects	16
007334	Terms and Conditions for Contractor Receipt of Federal ARPA SLFRF Funds	9
007346	Wage Rate	4

DIVISION 1 - GENERAL REQUIREMENTS

011000	Summary of Work	2
012300	Alternates	2
012600	Contract Modification Procedures	2
013100	Coordination	4
013115	Project Management Communications	4
013200	Schedules	4
013300	Submittals	5
013513.22	Site Security and Health Requirements (DYS)	7
015000	Construction Facilities and Temporary Controls	6
017400	Cleaning	3

DIVISION 3 – CONCRETE

033000	Cast-In-Place Concrete	3
--------	------------------------	---

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

075000	Existing Roof Warranties	7
--------	--------------------------	---

DIVISION 9 – FINISHES

099113	Exterior Painting	3
--------	-------------------	---

DIVISION 22 – PLUMBING

220517	Sleeves and Sleeve Seals for Plumbing Piping	2
220523	General Duty Valves for Plumbing Piping	3
220529	Hangers and Supports for Plumbing Piping and Equipment	5
220719	Plumbing Piping Insulation	2
221005	Plumbing Piping	4

DIVISION 23 – HEATING VENTILATION AND AIR CONDITIONING

230517	Sleeves and Sleeve Seals for HVAC Piping	3
230529	Hangers and Supports for HVAC Piping and Equipment	4
230593	Testing, Adjusting and Balancing for HVAC	4
230713	Duct Insulation	3
230719	HVAC Piping Insulation	3
230923	Direct Digital Control System for HVAC Controls	11
230993	Sequence of Operations for HVAC Controls	6
233100	HVAC Ducts and Casings	3
233300	Air Duct Accessories	3
233423	HVAC Power Ventilators	2
233700	Air Outlets and Inlets	2
237433	Dedicated Outside Air Units	6
238126.13	Small Capacity Split System Air Conditioners	3
238239	Unit Heaters	2

DIVISION 26 – ELECTRICAL

260519	Low-Voltage Electrical Power Conductors and Cables	5
260526	Grounding and Bonding for Electrical Systems	3
260529	Hangers and Supports for Electrical Systems	3
260533.13	Conduit for Electrical Systems	7
230533.16	Boxes for Electrical Systems	3
260553	Identification for Electrical Systems	4
262416	Panelboards	4
262726	Wiring Devices	4
262816.16	Enclosed Switches	2

DIVISION 32 – EXTERIOR IMPROVEMENTS

329219	Seeding	4
--------	---------	---

SECTION 000115 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

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

	<u>TITLE</u>	<u>SHEET #</u>	<u>DATE</u>	<u>CAD #</u>
1.	Title Sheet	Sheet G-001	07/17/2025	G-TIT-001
2.	General Scope Plan	Sheet G-101	07/17/2025	G-SIT-101
3.	MEP Coordination Plan	Sheet MEP-101	07/17/2025	M-SIT-101
4.	Demo Mechanical Plan	Sheet M-001	07/17/2025	M-HVC-001
5.	Mechanical Plan	Sheet M-101	07/17/2025	M-HVC-101
6.	Mechanical Piping Plan	Sheet M-102	07/17/2025	M-HVC-102
7.	Building Automation Control Drawings	Sheet M-201	07/17/2025	M-HVC-201
8.	Mechanical Details	Sheet M-202	07/17/2025	M-HVC-202
9.	Mechanical Schedules	Sheet M-301	07/17/2025	M-HVC-301
10.	Demo Electrical Plan	Sheet E-001	07/17/2025	E-ELC-001
11.	Electrical Plan	Sheet E-101	07/17/2025	E-ELC-101
12.	Electrical Details and Schedules	Sheet E-201	07/17/2025	E-ELC-201

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
Gentry Residential Treatment Center
Cabool, Missouri
Project No.: H2409-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, September 23, 2025
- B. **Only electronic bids sent to FMDCBids@oa.mo.gov shall be accepted:** (See Instructions to Bidders for further detail)

4.0 DESCRIPTION:

- A. Scope: The project includes replacing the existing split systems with new split systems in addition to the installation of new Dedicated Outside Air units (DOAS) to provide ventilation air and manage building pressurization.
- 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.**

5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, September 4, 2025, at Gentry Residential Treatment Center Conference Room, 2001 DYS Dr Cabool, MO 65689
- 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, <https://www.adsplanroom.net>. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
- B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

7.0 POINT OF CONTACT:

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

8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.
- B. Bid results will be available at <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 SLFRF Funds, which are made part of this Invitation to Bid and will be made part of the resulting contract by reference.

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project must adhere to requirements in Section 013513 – Site Security and Health Requirements as applicable per Agency.
- B. The Bidder's prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. **THIS PROJECT IS NOT TAX EXEMPT.**

2.0 - BID DOCUMENTS

- A. The number of sets obtainable by one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, subcontractors and suppliers, bidding documents are available on the Owner's website at <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the successful Bidder (contractor) to fulfill every detail of the requirements of the contract, nor accepted as a basis for any claims for extra compensation or time extension.
- B. Under no circumstances will Bidders give their plans and specifications to other Bidders. It is highly encouraged, but not required, that all Bidders be on the official planholders list to receive project updates including but not limited to any addenda that are issued during the bidding process.

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

- A. Bidders shall submit all submission forms and accompanying documents listed in Section 004113 – Bid Form, Article 5.0, Attachments to Bid by the stated time on the bid documents or the bid will be rejected for being non-responsive.
- B. Depending on the specific project requirements, **the following is a GENERIC list** of all possible bid forms that may be due with bid submittals. Bidders must verify each specific project's requirements in Section 004113 to ensure they have provided all the required documentation with their submission.

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

004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004337	MBE/WBE/SDVE Compliance Evaluation Form
004338	MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339	MBE/WBE/SDVE GFE Determination
004340	SDVE Business Form
004541	Affidavit of Work Authorization
004545	Anti-Discrimination Against Israel Act Certification form

- C. The Bidder shall submit its bid on the forms provided by the Owner in the same file format (PDF) with each space fully and properly completed, typewritten or legibly printed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner will reject bids that are not on the Owner's forms or that do not contain all requested information. All forms can be found on the Owner's website at <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans> and shall be submitted with your bid to FMDCBids@oa.mo.gov.
- D. All bids shall be submitted without additional terms and conditions, modifications, or reservations. The completed forms should not include interlineations, alterations, or erasures. Bids not in compliance with the requirements of this paragraph will be rejected as non-responsive.
- E. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated in the bid documents in Section 004113. Failure of the Bidder to submit the duly authorized bid bond or the full amount required shall be sufficient cause to reject his bid. The Bidder agrees that the proceeds of the check, draft, or bond shall become the property of the State of Missouri, if for any reason the Bidder withdraws his bid after bid closing or if the Bidder, within ten (10) working days after notification of award, refuses or is unable to 1) execute the tendered contract, 2) provide an acceptable performance and payment bond, or 3) provide evidence of required insurance coverage.
- F. The bid bond check or draft submitted by the successful Bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other Bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri.

6.0 - SIGNING OF BIDS

- A. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form should appear as shown in the Secretary of State's records. If the Bidder is an entity organized in a state other than Missouri, the Bidder must provide a Certificate of Authority to do business in the State of Missouri.
- B. If the successful Bidder is doing business in the State of Missouri under a fictitious name, the Bidder shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- C. A bid from an individual shall be signed as noted on the Bid Form.
- D. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture, or an attorney-in-fact. If the bid is signed by an officer of

a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

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

7.0 - RECEIVING BID SUBMITTALS

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

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw a bid at any time prior to the scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. Bidder may modify a bid until the scheduled closing time by sending a revised bid to FMDCBids@oa.mo.gov with a note in the subject line and body of the email that it is a revised bid. All revised bids must be submitted to FMDCBids@oa.mo.gov, revised bids sent any other way will not be considered.

9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work including, but not limited to, contracts for the furnishing and installation of furniture, equipment, machinery, appliances and other apparatuses.
- C. The Owner will award a contract to the lowest, responsive, and responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No award shall be considered binding upon the Owner until the written contract has been properly executed and the following documentation has been provided: 1) performance and payment bond consistent with Article 6.1 of the General Conditions; 2) proof of the required insurance coverage; 3) an executed Section 004541 - Affidavit of Work Authorization form; and 4) documentation evidence enrollment and participation in a federal work authorization program.
- F. Failure to execute and return the contract and associated documents within the prescribed period shall be treated, at the option of the Owner, as a breach of Bidder's obligation and the Owner shall be under no further obligation to Bidder.
- G. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the

Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful Bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

- H. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at <https://www.e-verify.gov/employers/enrolling-in-e-verify>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.
- I. The successful Bidder must be registered in MissouriBUYS powered by MOVERS at <https://missouribuyss.mo.gov/supplier-registration#> as an approved vendor prior to being issued a contract.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
 - 1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

- A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.
- B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
- C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the Bidder's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 – MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. **“MBE”** means a Minority Business Enterprise.
2. **“MINORITY”** has the same meaning as set forth in 1 C.S.R. 10-17.010.
3. **“MINORITY BUSINESS ENTERPRISE”** has the same meaning as set forth in section 37.020, RSMo.
4. **“WBE”** means a Women’s Business Enterprise.
5. **“WOMEN’S BUSINESS ENTERPRISE”** has the same meaning as set forth in section 37.020, RSMo.
6. **“SDVE”** means a Service-Disabled Veterans Enterprise.
7. **“SERVICE-DISABLED VETERAN”** has the same meaning as set forth in section 34.074, RSMo.
8. **“SERVICE-DISABLED VETERAN ENTERPRISE”** has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.

B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than \$100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be nonresponsive, and its bid shall be rejected.
2. The Bidder should submit with its bid all the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.
3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder’s proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) working days of receiving the request for clarification.
4. Pursuant to section 34.074, RSMo, a Prime Bidder that qualifies as an SDVE shall receive a three-percentage point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive Bidder’s bid. Based on this calculation, if the eligible SDVE’s evaluation is less than the apparent low responsive Bidder’s bid, the eligible SDVE’s bid will become the apparent low responsive bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service-Disabled Veteran Business Form, and any information required by the form.

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

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: a MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as

a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) For the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.

2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.
3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder's MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.
5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.
6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by performing, managing and supervising the work or providing supplies or manufactured materials.

D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Equal Opportunity or by the Federal U.S. Small Business Administration directory.
2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory <https://apps1.mo.gov/MWBCertifiedFirms/>. The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Office of Equal Opportunity online SDVE directory at <https://oeco.mo.gov/sdve-certification-program/> or the Federal U.S. Small Business Administration directory <https://veterans.certify.sba.gov/#search>.
3. Additional information, clarifications, or other information regarding the MBE/WBE/SDVE listings in the directories may be obtained by contacting the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be granted a waiver and will be considered to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
 - a. The amount of actual participation obtained;

- b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
- 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;

F. Contractor MBE/WBE/SDVE Obligations

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



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor," and the **State of Missouri**, hereinafter called the "**Owner**", represented by the Office of Administration, Division of Facilities Management, Design and Construction.

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name: Replace HVAC
Gentry Residential Treatment Center
Cabool, Missouri

Project Number: H2409-01

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 bidder agrees to complete the work by **September 30, 2026**. 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 \$700** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

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

Base Bid: \$

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

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE

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

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

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

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

ARTICLE 8 – CERTIFICATION

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

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

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

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____ as Surety, are held and firmly bound unto the

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

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

WHEREAS, the Principal has, by means of a written agreement dated the _____

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 WHEREOF, the above bounden parties have executed the within instrument this _____ day of _____, 20 ____.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

- ☐ **SUBSTITUTION PRIOR TO BID OPENING**
(Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)
- ☐ **SUBSTITUTION FOLLOWING AWARD**
(Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

- ☐ Product data for proposed substitution is attached (include description of product, standards, performance, and test data)
- ☐ Sample ☐ Sample will be sent, if requested

QUALITY COMPARISON

	SPECIFIED PRODUCT	SUBSTITUTION REQUEST
NAME, BRAND		
CATALOG NO.		
MANUFACTURER		
VENDOR		

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER
LOCATION	DATE INSTALLED

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?☐ YES ☐ NO

IF YES, EXPLAIN

SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK☐ YES ☐ NO**BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:**

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

BIDDER/CONTRACTOR

DATE

REVIEW AND ACTION☐ 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:

- 1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
- 2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.
- 1. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE



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

MBE/WBE/SDVE PROGRESS REPORT

Remit with ALL Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL <input checked="" type="checkbox"/> FINAL	DATE

PROJECT TITLE			
PROJECT LOCATION			
FIRM			
ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment) \$		TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment) \$	
THE TOTAL MBE/WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: \$			
SELECT MBE, WBE, SDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	

Revised 06/2023

INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

PROJECT NUMBER

Before me, the undersigned Notary Public, in and for the County of _____

State of _____ personally came and appeared _____

(NAME)

of the _____

(POSITION)

(NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements

and with Wage Determination No: _____ issued by the

Department of Labor and Industrial Relations, State of Missouri on the _____ day of _____ 20 ____

in carrying out the contract and working in connection with _____

(NAME OF PROJECT)

Located at _____ in _____ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the _____ day of _____ 20 ____

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER OR
BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

USE RUBBER STAMP IN CLEAR AREA BELOW

NOTARY PUBLIC SIGNATURE

MY COMMISSION
EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

FILE: Closeout Documents

GENERAL CONDITIONS

INDEX

ARTICLE:

1. General Provisions

- 1.1. Definitions
- 1.2. Drawings and Specifications
- 1.3. Compliance with Laws, Permits, Regulations and Inspections
- 1.4. Nondiscrimination in Employment
- 1.5. Anti-Kickback
- 1.6. Patents and Royalties
- 1.7. Preference for American and Missouri Products and Services
- 1.8. Communications
- 1.9. Separate Contracts and Cooperation
- 1.10. Assignment of Contract
- 1.11. Indemnification
- 1.12. Disputes and Disagreements

2. Owner/Designer Responsibilities

3. Contractor Responsibilities

- 3.1. Acceptable Substitutions
- 3.2. Submittals
- 3.3. As-Built Drawings
- 3.4. Guaranty and Warranties
- 3.5. Operation and Maintenance Manuals
- 3.6. Other Contractor Responsibilities
- 3.7. Subcontracts

4. Changes in the Work

- 4.1. Changes in the Work
- 4.2. Changes in Completion Time

5. Construction and Completion

- 5.1. Construction Commencement
- 5.2. Project Construction
- 5.3. Project Completion
- 5.4. Payments

6. Bond and Insurance

6.1. Bond

6.2. Insurance

7. Termination or Suspension of Contract

7.1. For Site Conditions

7.2. For Cause

7.3. For Convenience

SECTION 007213 - GENERAL CONDITIONS

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

1. **"COMMISSIONER"**: The Commissioner of the Office of Administration.
2. **"CONSTRUCTION DOCUMENTS"**: The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.
3. **"CONSTRUCTION REPRESENTATIVE"**: Whenever the term "Construction Representative" is used, it shall mean the Owner's Representative at the work site.
4. **"CONTRACTOR"**: Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
5. **"DESIGNER"**: When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.
6. **"DIRECTOR"**: Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.
7. **"DIVISION"**: Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.
8. **"INCIDENTAL JOB BURDENS"**: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
9. **"JOINT VENTURE"**: An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
10. **"OWNER"**: Whenever the term "Owner" is used, it shall mean the State of Missouri. Acting by and through the Office of Administration, Division of Facilities Management, Design and Construction.
11. **"PROJECT"**: Wherever the term "Project" is used, it shall mean the work required to be completed by the construction contract.
12. **"PROJECT MANUAL"**: The "Project Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Bidders, Bid Documents, Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
13. **"SUBCONTRACTOR"**: Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
14. **"WORK"**: All supervision, labor, materials, tools, supplies, equipment, and any incidental operations and/or activities required by or reasonably inferable from the Contract Documents necessary to construct the Project and to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
15. **"WORKING DAYS"**: are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

- A. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur, architectural drawings shall govern and, in case of conflict between structural and mechanical drawings, structural drawings shall govern.
- B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.
- C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.
- D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his contract.
- E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action. If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.
- E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

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

- A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.
- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose

behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liabilities of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.
- B. If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary state.
- C. In accordance with the Missouri Domestic Products Procurement Act Section 34.350 RSMo and Cumulative Supplements any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.

ARTICLE 1.8 - COMMUNICATIONS

- A. All notices, requests, instructions, approvals, and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.
- B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.
- C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.
- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but

not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

- A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.
- B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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 on-site of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

- A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:
1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.

2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
 3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name plate 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 ensure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.

- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.
- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.

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

ARTICLE 3.7 -- SUBCONTRACTS

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

- A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.
- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.

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

1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.

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

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.
2. The percentages for overhead and profit charged on Contract Changes shall be subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor's fee; (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or sub-subcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor's mark-up for

Work performed by a sub-subcontractor and passed through to the Owner by the subcontractor and Contractor; and (e) in no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty-five percent (25%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

3. The Contractor will be allowed to add the cost of Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed bonding and insurance cost shall not exceed two percent (2%) and shall be allowed on the total cost of the added work, including overhead and profit.
 4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
 5. The percentage(s) for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be the same as those for additive Contract Changes provided above.
- E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.
- F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
 2. Labor strikes or acts of God occur, OR
 3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.
- D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner's Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

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

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

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

with the requirements outlined in Section 013200 – Schedules.

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

ARTICLE 5.3 -- PROJECT COMPLETION

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

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
 - 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 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 contract price, whichever is greater, with loss payable to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

\$2,000,000	annual aggregate
-------------	------------------

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

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

payment of losses and related investigations, claims administration, and defense expenses.

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

Contractor's insurance coverage shall be primary with respect to all additional insured's. Insurance or self-insurance

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the Owner are subject to review and approval by the Owner. The Owner reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year - or, if any of Contractor's applicable insurance coverage expires prior to completion of the work or services required under this contract -

the Contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the Contractor fails to provide documentation of required insurance coverage, the Owner may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

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

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

ARTICLE 7.3 -- FOR CONVENIENCE

- A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing

and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.

B. Upon receipt of notification, the Contractor shall:

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

5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.

6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

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

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Designer: Jon Kamies
True Engineering Group
1200 E. Woodhurst Drive, Building P
Springfield, MO 65804
Telephone: 417-708-7025
Email: kamies@true-mep.com

Construction Representative: David Burkett
Division of Facilities Management, Design and Construction
730 S Wall Street
Joplin, MO 64801
Telephone: 573-644-2442
Email: david.burkett@oa.mo.gov

Project Manager: Shannon Thompson
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: 573-257-7137
Email: shannon.thompson@oa.mo.gov

Contract Specialist: April Howser
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: 573-751-0053
Email: april.howser@oa.mo.gov

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

4.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 5 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 5 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

5.0 SAFETY REQUIREMENTS

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

7.0 OFF-SITE BORROW & SPOIL DEPOSIT SITES FOR FEDERALLY FUNDED PROJECTS:

All Federally funded projects which involve off-site borrow and/or off-site spoil deposit sites will require written certification that the site(s) are in compliance with the National Environmental Protection Act and all related applicable Federal and State laws and regulations. If the need for off-site borrow and/or spoil sites is stipulated in the Contract Documents, the following applies:

- A. The Contractor is required to use only the designated site described in the Contract Documents. If another off-site area is proposed by the Contractor, the Contractor must provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all

applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.

- B. If project conditions require off-site borrow or off-site deposit of spoils, the Contractor will be required to provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.
- C. The Owner recognizes that additional time (beyond what is allowed in the Construction Contract) may be required in order to secure the aforementioned certifications and approvals. Should more time be required, the Owner will consider approval of a no-cost time extension contract change. The Contractor will be required to provide documentation that substantiates the need for the time extension.

SECTION 007333 - SUPPLEMENTARY GENERAL CONDITIONS
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 include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (4) in every subcontract or purchase order. 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.

8.0 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.

9.0 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 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 title 18 and section 231 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 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 29 C.F.R. 5.12.~~
- (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 29 C.F.R. 5.12(a)(1).~~

~~(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.~~

10.0 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.

11.0 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.

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

- (1) A contract award (see 2 C.F.R. 180.220) 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 Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189) 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 Executive Order 12549.
- (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.

13.0 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 section 1352, 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.

14.0 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>.

15.0 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.

16.0 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.

17.0 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 (29 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.

18.0 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.

19.0 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.).

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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.

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

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 65 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.

27.0 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 [Public Law 115–232](#), 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 SLFRF FUNDS

I. Use of Funds: _____ (“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.

Period of Performance: 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, 2026.

Reporting: 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.

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

Compliance with Applicable Law and Regulations: 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.

Remedial Actions: 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.

Hatch Act: 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.

False Statements: 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.

Publications: 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.

Disclaimer: 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.

Reducing Text Messaging While Driving: 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 <http://www.lep.gov>.

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.

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 assurance 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

Company Name

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. 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, 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

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.

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 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

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).

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-procurement-guideline-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.

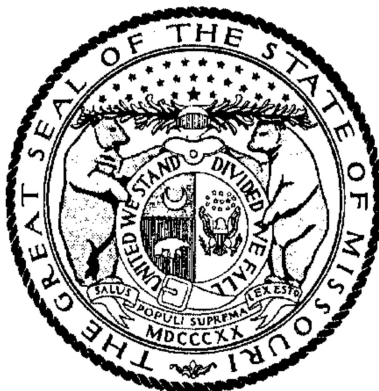
xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

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



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 111
TEXAS 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 _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$23.88*
Boilermaker	\$23.88*
Bricklayer-Stone Mason	\$23.88*
Carpenter	\$23.88*
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$23.88*
Plasterer	
Communication Technician	\$23.88*
Electrician (Inside Wireman)	\$23.88*
Electrician Outside Lineman	\$23.88*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$23.88*
Glazier	\$23.88*
Ironworker	\$23.88*
Laborer	\$23.88*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$23.88*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$23.88*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$23.88*
Plumber	\$23.88*
Pipe Fitter	
Roofer	\$23.88*
Sheet Metal Worker	\$23.88*
Sprinkler Fitter	\$23.88*
Truck Driver	\$23.88*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*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
TEXAS County

Section 111

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$23.88*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$23.88*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.91
General Laborer	
Skilled Laborer	
Operating Engineer	\$68.14
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$23.88*
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.

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 **Replace HVAC**.
 - 1. Project Location: **Gentry Residential Treatment Center (2001 DYS Dr, Cabool, MO 65689)**.
 - 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.
 - 3. New mechanical systems shall be installed and fully operational by September 30, 2026.
- B. Contract Documents, dated **07/17/2025** were prepared for the Project by **True Engineering Group LLC (1200 E. Woodhurst Drive, Suite P, Springfield, Missouri 65804)**.
- C. The Work consists of replacing the existing split systems with new split systems in addition to the installation of new Dedicated Outside Air units (DOAS) to provide ventilation air and manage building pressurization.
- D. The Work will be constructed under a single prime contract.
- E. Contractor is responsible for locating any underground utility services in the facility prior to excavation. Any damages to utility services while performing work for the project shall be the contractors responsibility to repair prior to the projects completion.
- F. Temporary space conditioning systems shall be provided for both residential dormitory wings.

1.3 WORK SEQUENCE

- A. The work for the project shall be sequenced to limit building space conditioning.
- B. All new mechanical equipment shall be installed and fully operational by September 30, 2026.

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.

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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: *Remove and replace all existing fire/smoke dampers and associated electrical connections as indicated on the drawings labeled "Alternate No. 1." Specification section 23 33 00 includes complete product and execution requirements for new fire/smoke dampers.*

END OF SECTION 012300

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 Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.

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

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
- B. Related Sections include the following:
 - 1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
 - 2. Articles 1.8.B and 1.8.C of Section 007213 "General Conditions" for coordinating meetings onsite.
 - 3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, which depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

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

1.4 SUBMITTALS

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

1.5 PROJECT MEETINGS

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

1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
 - a. Contract Documents
 - b. Options
 - c. Related RFIs
 - d. Related Change Orders
 - e. Purchases
 - f. Deliveries
 - g. Submittals
 - h. Review of mockups
 - i. Possible conflicts
 - j. Compatibility problems
 - k. Time schedules
 - 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
 - z. Utility interruptions and/or shutdowns
- 3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
- B. Division 1, Section 013300 - Submittals
- C. Division 1, Section 012600 – Contract Modification Procedures

1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
 - 1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
 - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Support: E-Builder® will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
 - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>. Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.
 - 2. Authorized users will be contacted directly and assigned a temporary user password.
 - 3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and all posted items. 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 8½ x 11 inches), all other 8½ x 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).

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 not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

- 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

END OF SECTION 013115

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. Concrete
 - b. Natural Gas Piping
 - c. Condensate Piping
 - d. Testing, Adjusting, and Balancing for HVAC
 - e. Direct Digital Control System for HVAC
 - f. HVAC Ducts and Insulation
 - g. Air Outlets and Inlets
 - h. Fire/Smoke Dampers
 - i. Mechanical Equipment
 - j. Panelboards
 - k. 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

- l. 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
 - m. 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. Generator, Switchgear, and Transformer lead times
 4. Un-interruptible services
 5. Site restrictions
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
1. Subcontract awards
 2. Submittals
 3. Purchases
 4. Deliveries
 5. Installation
 6. Startup and placement into final use and operation
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.
1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Completion of site work
 - b. Completion of the electrical portion of the Work
 - c. Substantial Completion

3.3 SCHEDULE OF INSPECTIONS AND TESTS

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

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

END OF SECTION 013200

SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
- B. Division 1, Section 013115 “Project Management Communications” for administrative requirements for communications.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
 - 1. Shop Drawings
 - 2. Product Data
 - 3. Quality Assurance Submittals
 - 4. Operating and Maintenance Manuals
 - 5. Warranties
- B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Construction Progress Schedule including Schedule of Values
 - 2. Performance and Payment Bonds
 - 3. Insurance Certificates
 - 4. Applications for Payment
 - 5. Certified Payroll Reports
 - 6. Partial and Final Receipt of Payment and Release Forms
 - 7. Affidavit – Compliance with Prevailing Wage Law
 - 8. Record Drawings
 - 9. Notifications, Permits, etc.
- C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.
- D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

1.3 SUBMITTAL PROCEDURES

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

1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
 - 1. Dimensions

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

1.5 PRODUCT DATA

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:
 - a. Manufacturer's printed recommendations
 - b. Compliance with Trade Association standards
 - c. Compliance with recognized Testing Agency standards
 - d. Application of Testing Agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.6 QUALITY ASSURANCE DOCUMENTS

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
 1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.
- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.

1.7 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

- A. The Contractor shall submit all required manufacturer's operating instructions, maintenance/service manuals, and warranties in accordance with the General Conditions, Article 3.5, and Supplementary Conditions along with this and other Sections of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
033000	Cast-in-Place Concrete	Product Data
099113	Exterior Painting	Product Data
220517	Sleeves and Sleeve Seals for Plumbing Piping	Product Data
220523	General-Duty Valves for Plumbing Piping	Product Data
220529	Hangers and Supports for Plumbing Piping and Equipment	
220719	Plumbing Piping Insulation	Product Data
221005	Plumbing Piping	Product Data
230517	Sleeves and Sleeve Seals for HVAC Piping	Product Data
230529	Hangers and Supports for HVAC Piping and Equipment	Product Data
230593	Testing, Adjusting, and Balancing for HVAC	Certification
230593	Testing, Adjusting, and Balancing for HVAC	Test Report
230713	Duct Insulation	Product Data
230719	HVAC Piping Insulation	Product Data
230923	Direct Digital Control System for HVAC	Product Data
230923	Direct Digital Control System for HVAC	Shop Drawings
230923	Direct Digital Control System for HVAC	Operation / Maintenance Manual
230993	Sequence of Operations for HVAC Controls	Product Data
233100	HVAC Ducts and Casings	Product Data
233300	Air Duct Accessories	Product Data

233423	HVAC Power Ventilators	Product Data
233423	HVAC Power Ventilators	Shop Drawings
233700	Air Outlets and Inlets	Product Data
233700	Air Outlets and Inlets	Shop Drawings
237433	Dedicated Outside Air Units	Product Data
237433	Dedicated Outside Air Units	Shop Drawings
237433	Dedicated Outside Air Units	Warranty
237433	Dedicated Outside Air Units	Operation / Maintenance Manual
238126.13	Small-Capacity Split-System Air Conditioners	Product Data
238126.13	Small-Capacity Split-System Air Conditioners	Shop Drawings
238126.13	Small-Capacity Split-System Air Conditioners	Warranty
238126.13	Small-Capacity Split-System Air Conditioners	Operation / Maintenance Manual
238239	Unit Heaters	Product Data
238239	Unit Heaters	Shop Drawings
238239	Unit Heaters	Warranty
238239	Unit Heaters	Operation / Maintenance Manual
260519	Low-Voltage Electrical Power Conductors and Cables	Product Data
260526	Grounding and Bonding for Electrical Systems	Product Data
260529	Hangers and Supports for Electrical Systems	Product Data
260533.13	Conduit for Electrical Systems	Product Data
260533.16	Boxes for Electrical Systems	Product Data
260553	Identification for Electrical Systems	Product Data
262416	Panelboards	Product Data
262416	Panelboards	Shop Drawings
262726	Wiring Devices	Product Data
262816.16	Enclosed Switches	Product Data
262816.16	Enclosed Switches	Shop Drawings
329219	Seeding	Product Data

END OF SECTION 013300

SECTION 013513.22 - SITE SECURITY AND HEALTH REQUIREMENTS (DYS)

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 general Institution rules.
- B. This Section includes requirements for environments that Clients are housed in, dine in, or participate in program activities in or adjacent to the Scope of Work area:
 - 1. The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied project work areas.
 - 2. The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures – even for areas that the Clients do not occupy during construction.

1.3 SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
- B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The

Contractor must obtain approval from Facility Representatives for all work performed after dark.

- C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
- D. All construction personnel shall visibly display issued identification badges.

3.2 RULES OF THE FACILITY

- A. Construction personnel shall not fraternize with the youths.
- B. The Contractor shall be aware that youths are circulating on the Facility grounds at all times and shall take necessary steps to prevent the youths from having unauthorized contact with equipment, tools, or work areas.
- C. Prior to commencing any work at the Facility, the Contractor shall consult with the Construction Representative and Facility Representative regarding aspects of this Work that might impact safety of the youths, and establish procedures for the controlled entry of construction personnel, equipment, and materials into the work area
- D. The Contractor shall ensure that materials, tools, and construction apparatus are stored in a manner inaccessible to residents during non-working hours. During working hours, these items shall be under the observation of or in personal possession of the Contractor's personnel at all times.
- E. The Facility will not be responsible for the Contractor's tools, equipment, or materials. The Contractor shall report any missing tools or materials to the facility immediately.
- F. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
- G. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
- H. No prescription drugs above one day's dosage shall be carried on Facility grounds.
- I. The vehicles of the Contractor and its workers shall be locked whenever unattended and shall have the keys removed.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

- A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS
 - 1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any

- employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to FMDCSecurity@oa.mo.gov a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Authorization For Release Of Information Confidentiality Oath and State Identification Badge Agreement 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: <https://oa.mo.gov/fmdc-contractor-id-badges>.
 3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
 4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
 5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
 6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
 7. The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
 8. Upon award of a Contract, the Contractor should contact FMDC at FMDCSecurity@oa.mo.gov to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that

FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
 - 1. Onsite burning is prohibited.
 - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
 - 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.
- B. The Contractor shall not obstruct streets or walks without permission from the Owner's Construction Representative and Facility Representatives.
- C. The Contractor's personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.
- D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers and shall not dispose of volatile wastes or oils in storm or sanitary drains.
- E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.
- F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner's Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
- G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.
- H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

3.5 DISRUPTION OF UTILITIES

- A. The Contractor shall give a minimum of seventy-two (72) hours written notice to the

Construction Representative and the Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.

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

3.6 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 013513.22

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution
 - 2. Temporary electric power and light
 - 3. Sanitary facilities, including drinking water
 - 4. Ventilation
 - 5. Temporary Heat
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds
 - 2. Temporary enclosures
 - 3. Temporary project identification signs and bulletin boards
 - 4. Waste disposal services
 - 5. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
 - 1. Temporary fire protection
 - 2. Barricades, warning signs, and lights
 - 3. Sidewalk bridge or enclosure fence for the site
 - 4. Environmental protection

1.3 QUALITY ASSURANCE

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

4. Environmental protection regulations
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations". ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

2.2 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 ¾" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.

- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
- F. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.
- G. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
 - 1. Provide paper towels or similar disposable materials for each facility.
 - 2. Provide covered waste containers for used material.
- H. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
 - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Storage Facilities: Limited areas for storage of building materials are available onsite. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- C. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

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

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- B. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
 - 1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
 - 1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
- C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use

of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

3.6 TEMPORARY HVAC SYSTEM

- A. Temporary HVAC systems shall be installed for the dormitory units 116, 116A, 116B, 116C, 123, 123A, 123B and 123C. The units shall be portable type and ducted to the outside. Units shall be capable of maintaining space temperatures of 75 degrees in cooling and 70 degrees in heating, relative humidity shall be held to a maximum of 55%. Contractor is responsible for all temporary electrical and plumbing hookups for the equipment. Equipment location shall be coordinated with a facility representative prior to installing.

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 impeding 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.

3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 3. Remove petrochemical spills, stains, and other foreign deposits.
 4. Remove tools, construction equipment, machinery, and surplus material from the site.
 5. Remove labels that are not permanent labels.
 6. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 7. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 8. Leave the Project clean and ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

END OF SECTION 017400

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 Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following, as applicable:

- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. 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.

END OF SECTION 017900

**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

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

PART 2 PRODUCTS

2.01 FORMWORK

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

2.02 REINFORCEMENT MATERIALS

2.03 CONCRETE MATERIALS

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

2.04 BONDING AND JOINTING PRODUCTS

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

2.05 CONCRETE MIX DESIGN

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

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

3.04 PLACING CONCRETE

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

3.05 SLAB JOINTING

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

3.06 CONCRETE FINISHING

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

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

3.07 CURING AND PROTECTION

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

END OF SECTION

**SECTION 07 50 00
EXISTING ROOFING WARRANTY**

PART 1 GENERAL

1.01 WARRANTY

- A. The contractor shall maintain the existing warranty for all new roof penetrations. Attached is the current roofing warranties for the facilities roofs applicable to this project.

ROOFING INSTALLER'S WARRANTY

- A. WHEREAS *Row Davis*
B. OF *CABOOL HOME CENTER, INC*,

herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: *STATE OF MISSOURI DIVISION OF FACILITIES MANAGEMENT*
2. Address: *JEFFERSON CITY, MISSOURI*
3. Building Name/Type: *GENTRY RESIDENTIAL TREATMENT CENTER*
4. Address: *CABOOL, MISSOURI*
5. Area of Work: *ROOF REPLACEMENT- VARIOUS*
6. Acceptance Date: *10/31/2014*
7. Warranty Period: *5 Years*
8. Expiration Date: *10/31/2019*

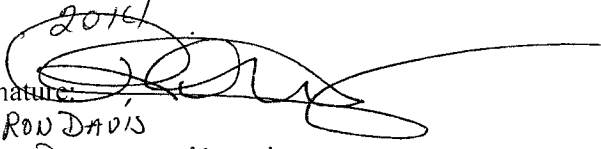
- C. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- D. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- E. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 70 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

F. IN WITNESS THEREOF, this instrument has been duly executed this 16th

day of OCTOBER 2016.

1. Authorized Signature: 
2. Printed Name: ROD DAVIS
3. Title: OWNER, PROTECT MNGK



BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO for quality products that are built to perform. Our extensive line of residential products includes: Heritage® series and Vintage® laminated asphalt shingles, 3-tab shingles, MetalWorks® steel shingles, EverGrain® and EverGrain® Envision® composite decking, Elements® dockboards, Tam-Rail® and Marquee Railing®, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality and performance.



P.O. Box 1404
Joplin, MO 64802-1404 USA
tamko.com



TAMKO®, Elements®, Elite Glass-Seal®, EverGrain®, Envision®, Heritage®, Marquee Railing®, MetalWorks®, Tam-Rail®, Vintage® and Woodgate® are registered trademarks of TAMKO Building Products, Inc.

© 2013 TAMKO Building Products, Inc.



Heritage® Vintage®
Heritage® Premium
Heritage® Woodgate®
Heritage® IR¹
Heritage®
Elite Glass-Seal®
Glass-Seal

**FIBERGLASS SHINGLES
LIMITED WARRANTY**

TAMKO

BUILDING PRODUCTS

The Owner of Heritage, Heritage IR¹, Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one time during the first five (5) years of the Term to a Purchaser. The Owner of Elite Glass-Seal and Glass-Seal shingles may transfer this Limited Warranty one time during the first two (2) years of the Term to a Purchaser. No other transfers are permitted.

Introduction: The Limited Warranty for your Shingles is the version in effect on the date of retail purchase. Information included in this version of the Limited Warranty was current at time of printing. We have attempted to write this Limited Warranty, including the limitations and restrictions, in plain English so that it is easy to read and understand. There are certain capitalized words that have defined meanings; see the section below titled "Definitions." You should become familiar with these terms and conditions. If you have any questions or need to obtain a copy of this Limited Warranty, visit us online at tamko.com or call us at 800-641-4691. If you are not satisfied with the terms and conditions of this Limited Warranty, return all unopened marketable Shingles to the original place of purchase for a refund.

How Long Will Your Shingles Last: It is natural for your roof to age. The process begins as soon as your Shingles are installed and exposed to the elements of nature. The length of time your Shingles will continue to perform their intended purpose of shedding water will depend on many factors, including weather, snow, intensity of the sun, pollution, walking on the roof and debris from nearby trees. Because no two buildings experience these and other aging factors in the same way, it is difficult to accurately predict the period of time your Shingles will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy during the Term (as defined below) in the event a manufacturing defect directly results in leaks.

Mandatory Binding Arbitration: Every claim or controversy between You and TAMKO and/or its employees and agents, arising from or relating to the Shingles and/or this Limited Warranty shall be resolved by final and binding arbitration. Notwithstanding the foregoing, individuals who purchased the Shingles for personal, family or household purposes may pursue a claim in any small claims court with jurisdiction provided the claim is made as an individual action and not as part of a class. To arbitrate an action against TAMKO, You must initiate the arbitration in accordance with the applicable rules of the American Arbitration Association, the Judicial Arbitration and Mediation Service or other arbitration service agreed to in writing by You and TAMKO, and provide written notice to TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802. The arbitrator shall have the authority to render the same relief as a court of competent jurisdiction when resolving disputes regarding the Shingles and/or this Limited Warranty. When allowed by the rules of arbitration, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

(continued on Page 2)

Definitions - In this Limited Warranty certain capitalized words have specific meanings:

"Algae Relief" means Shingles which are covered by an Algae Cleaning Limited Warranty that provides for cleaning of discoloration caused by certain algae growth. All Heritage Vintage, Heritage Premium, Heritage Woodgate, Heritage IR, Heritage and Elite Glass-Seal Shingles come with the Algae Relief - Algae Cleaning Limited Warranty feature. Tuscaloosa produced Glass-Seal Shingles also come with the Algae Relief - Algae Cleaning Limited Warranty feature. Only shingles designated in this paragraph as having the Algae Relief feature are covered by an Algae Cleaning Limited Warranty.

"Full Start Period" means the initial period of the Term during which TAMKO's obligation is not prorated and includes the reasonable cost of labor. The length of the Full Start Period is listed in Table 1.

"High Wind Application" means application of Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles in strict accordance with application instructions printed on the wrapper with the Shingles installed with six (6) fasteners in the locations specified for high wind application, and using TAMKO starter Shingles at eaves and rakes. See local building codes for additional nailing requirements. If High Wind Application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

"Labor Payment Certificate" means a certificate issued by TAMKO that may be redeemed to pay some or all of the reasonable cost of labor for roof repairs, cleaning algae from the roof, or replacement of any defective Shingles according to this Limited Warranty.

"Material Certificate" means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement shingles of the same type and color as the defective Shingles which are to be replaced. If shingles of the same type or color are no longer available, the Material Certificate will be for the closest TAMKO substitute available. Replacement shingles may not match the original shingles due to many factors, including but not limited to, normal weathering and manufacturing conditions.

"Maximum Obligation" means the obligation of TAMKO described in the paragraphs titled "TAMKO Full Start Period" and "After the Full Start Period," whichever is applicable.

"Owner" means the owner of the building at the time the Shingles are installed on that building. If you purchase a new residence and are the first person to occupy the residence after its construction, TAMKO will consider you to be the Owner even though the Shingles were already installed.

"Purchaser" means someone who purchases from the Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first five (5) years for Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles or within the first two (2) years for Elite Glass-Seal and Glass-Seal Shingles and the Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

"Sales Square" means 98.4 square feet for Heritage, Heritage IR, Heritage Woodgate and Heritage Premium shingles produced in Tuscaloosa AL, Dallas TX, Phillipsburg KS, or Joplin MO and metric sized Heritage shingles produced in Frederick MD. "Sales Square" means 98.5 square feet for standard size Heritage and Heritage Woodgate, and 100 square feet for standard size Heritage Premium shingles produced in Frederick MD. "Sales Square" means 100 square feet for Heritage Vintage shingles produced in Phillipsburg KS. "Sales Square" means 100 square feet for Elite-Glass Seal and Glass-Seal Shingles produced in Frederick MD, Tuscaloosa AL, and Joplin MO.

"Shingles" means the TAMKO shingles identified in this Limited Warranty which were installed on a building owned by the Owner.

"TAMKO" means TAMKO Building Products, Inc.

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the number of months set forth in Table 1.

(continued on Page 3)

Glass-Seal



TABLE 1

SHINGLE	TERM	FULL START PERIOD	STD APPLICATION WIND WARRANTY MPH	100 MPH APPLICATION WIND WARRANTY MPH	LIMITED WIND WARRANTY TERM
Glass-Seal	240 months	3 yrs	60	--	5 yrs
Elite Glass-Seal	300 months	5 yrs	60	--	5 yrs
Heritage	360 months	15 yrs	110	130	15 yrs
Heritage IR ¹	360 months	15 yrs	110	130	15 yrs
Heritage Woodgate	360 months	15 yrs	110	130	15 yrs
Heritage Premium	600 months	20 yrs	110	130	15 yrs
Heritage Vintage	600 months	20 yrs	110	130	15 yrs

¹ COMPLIANCE TESTING FOR U.L. 2218 CLASS 4 IMPACT RESISTANCE OCCURS IN A LABORATORY SETTING AND MAY NOT BE EQUIVALENT TO REAL-WORLD EXPOSURE TO WEATHERING CONDITIONS, INCLUDING HAIL STORMS. TAMKO DOES NOT WARRANT AGAINST DAMAGE BY HAIL.

TAMKO Full Start Period: If, during the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide the Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles (or, at TAMKO's option, the reasonable cost of replacement shingles) and a Labor Payment Certificate that may be used to pay the reasonable cost of installing such replacement shingles, according to the terms of this Limited Warranty. This is TAMKO's Maximum Obligation during the Full Start Period.

After the Full Start Period: If, after the end of the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO's obligation is limited to providing the Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles or, at TAMKO's option, the reasonable cost of replacement shingles. The reasonable cost of replacement shingles and the quantity of such replacement shingles will be prorated over the life of this Limited Warranty. This is TAMKO's Maximum Obligation after the Full Start Period. TAMKO is not responsible for any cost of labor after the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in a 300 month warranty Term, TAMKO's Maximum Obligation is to provide a material Certificate for one third of the replacement shingles or, at TAMKO's option, payment of one third of the reasonable cost of replacement shingles. The remaining cost shall be the responsibility of the Owner.

Both during and after the Full Start Period, the extent of replacement is at the sole discretion of TAMKO. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, but without limitation, underlayment, flashings, metal work, etc. TAMKO is not responsible for the cost of tear-off, removing or disposing of Shingles which are to be replaced. TAMKO reserves the right to arrange directly for your Shingles to be repaired, replaced or cleaned. The remedy under this Limited Warranty is available only for Shingles actually exhibiting manufacturing defects at the time the claim is settled. Replacement shingles will be warranted only for the remainder of the original Term. Tender of TAMKO's Maximum Obligation shall extinguish

(continued on Page 4)



all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

Notification to TAMKO: The Owner must notify TAMKO by telephone at 800-441-7190 or certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Shingles. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

Right of Inspection and Time for Payment: TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Owner shall provide TAMKO with reasonable access to the Shingles for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, photographs of the roof and samples of the Shingles. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in TAMKO's investigation of the complaint (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have a reasonable time after the inspection of the Shingles to process the Owner's claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

120 Month Algae Relief - Algae Cleaning Limited Warranty: If, during the initial 120 months of the Term, Shingles designated with the Algae Relief feature, (see designated products under definition of "Algae Relief") become significantly stained by certain algae growth, including blue-green algae, TAMKO will issue to the Owner a Labor Payment Certificate that may be used to pay the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of \$15 per Sales Square). After the initial twelve months of the Term, the Labor Payment Certificate for the reasonable cost of cleaning will be prorated over the remaining 108 months of this Algae Cleaning Limited Warranty. The remaining cost shall be the responsibility of the Owner. TAMKO may, at its option, provide a Material Certificate for replacement shingles (or a prorated portion of the replacement shingles) for Shingles exhibiting stains. This is TAMKO's Maximum Obligation under the Algae Cleaning Limited Warranty. TAMKO shall have no obligation or responsibility for cleaning Shingles: (a) after the initial 120 months of the Term, (b) at any time for Shingles that do not have the Algae Relief feature, or (c) Shingles not significantly stained by algae growth.

Limited Wind Warranty: The Shingles are also covered by a Limited Wind Warranty against damage from wind up to the designated wind velocity identified in Table 1. This Limited Wind Warranty applies only if: (a) the Shingles were installed in strict accordance with application instructions printed on the wrapper and (b) the Shingles have had the opportunity to seal down. Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate and may be vulnerable to blow-offs and wind damage that would not be covered under this Limited Warranty. If conditions (a) and (b) have been

met and during the Limited Wind Warranty Term the Shingles are damaged or blown off by wind up to the designated wind velocity for the product as a result of a manufacturing defect, TAMKO will process the Owner's claim in accordance with the sections titled "TAMKO Full Start Period" or "After the Full Start Period," whichever is applicable. Alternatively, TAMKO may, solely at its option, provide the Owner with a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing unsealed Shingles and replacing Shingles which have blown off and a Material Certificate for the number of shingles that have blown off. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, without limitation, underlayment, flashings, metal work, etc. TAMKO's Maximum Obligation is to provide a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing all of the Shingles on the roof. Shingles will be conclusively deemed to have been exposed to winds or gusts in excess of the designated wind velocity for the product if the National Weather Service or other reputable weather agency records winds or gusts in excess of the designated wind velocity for the product in the county, parish, regional district or municipality where the Shingles are installed or in any adjoining county, parish, regional district or municipality. Exposure of the Shingles at any time to winds or gusts in excess of the designated wind velocity for the product shall extinguish all obligations of TAMKO under this Limited Wind Warranty and all applicable implied warranties and conditions.

Exclusions from Coverage: TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty for:

1. Faulty or improper application, storage or handling of the Shingles; inadequate ventilation of the Shingles; or Shingles not installed in strict accordance with application instructions printed on the wrapper and standard good roofing practices; or leaks or damages resulting from any one or more of such causes.
2. Damage to any building, either exterior or interior (including without limitation, mold growth), or any property contained therein or for injuries or damages of any kind whatsoever.
3. Tear-off, removal, or disposal of any Shingles, or for any costs related to such tear-off, removal, or disposal, or for any cost associated with underlayment, flashings, metal work, etc.
4. Removal or abatement of any asbestos present in the roof to which the Shingles are applied, or for any costs related to such removal or abatement.
5. Shading, staining, discoloration or damage from any cause whatsoever, including, but not limited to algae (except as provided in the Algae Relief- Algae Cleaning Limited Warranty set forth in this document), moss, fungus, overhanging trees, other biological growth or animals.
6. Leaks or damages resulting from Acts of God (including, but without limitation, lightning, ice damming, wind (except as set forth in the Limited Wind Warranty), hurricane or tornado (regardless of wind velocity), hail, or other violent storm or casualty); acid rain; impact of objects; damage to a roof due to movement, settlement, distortion; failure, defects or cracking of the building or its roof deck, walls or foundation; or for any defect in or failure of material used as a roof base over which the Shingles are applied; or for damage by traffic on the roof.

7. Damage to the Shingles as a result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials. 8. Leaks or damage to the Shingles from any cause other than inherent manufacturing defect in the Shingle.

Transferability: The Owner of Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a Purchaser of the building upon which the Shingles are installed. The Owner of Elite Glass-Seal and Glass-Seal Shingles may transfer this Limited Warranty one (1) time during the first two (2) years of the Term to a Purchaser of the building upon which the Shingles are installed. The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Owner and the Purchaser, the address of the building upon which the Shingles are installed, the date the Shingles were installed, and the date of the transfer. The Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser as stated above, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the building to which the TAMKO Shingles are applied shall immediately terminate all obligations of TAMKO for the Shingles, all warranties contained herein or hereunder and any applicable implied warranties and conditions including warranties or conditions of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN ONE YEAR FOLLOWING THE DISCOVERY OF THE LEAK.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.

LEGAL REMEDIES: REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY ARE EXCLUSIVE AND REPRESENT THE SOLE REMEDIES AVAILABLE TO THE OWNER OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY MORTGAGEE, INSURER, OR OTHER PARTY IN INTEREST. OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR DIRECT OR INDIRECT ECONOMIC DAMAGES, OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES TO THE INTERIOR OR EXTERIOR OF ANY BUILDING WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER CAUSE. SOME STATES DO NOT ALLOW EXCLUSION

OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ONE YEAR STATUTE OF LIMITATIONS. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST TAMKO RELATING TO OR ARISING OUT OF THE PRODUCT, ITS PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR TAMKO ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES EXCEPT AS DESCRIBED ABOVE.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO fiberglass Shingles sold on or after October 9, 2013. The Limited Warranty for your Shingles is the version in effect on the date of retail purchase.

IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

12/18/14
[Signature]
[Signature]

TAMKO
BUILDING PRODUCTS

"Excellence in Roofing Since 1944"

Patricia Mills
Territory Manager

12/18/14
[Signature]

220 West 4th Street
P.O. Box 1404
Joplin, MO 64802-1404
tamko.com

Tel: 800-641-4691 Ext. 2859
Cell: 417-529-9507
Fax: 800-641-1925
pat.mills@tamko.com

TAMKO
BUILDING PRODUCTS

LIMITED WARRANTY INFORMATION (To be completed by Owner and Contractor)

Owner's Name: Abdool DYS
Address Where Applied: Geny Business Center

City: Labadi
State: MD Zip: 65684

Type of TAMKO Shingle applied:

- ☐ TAMKO Glass-Seal 240 Months (20 Year) Limited Warranty
☐ TAMKO Elite Glass-Seal 300 Months (25 Year) Limited Warranty
☒ TAMKO Heritage 360 Months (30 Year) Limited Warranty
☐ TAMKO Heritage IR 360 Months (30 Year) Limited Warranty
☐ TAMKO Heritage Woodgate 360 Months (30 Year) Limited Warranty
☐ TAMKO Heritage Premium 600 Months (50 Year) Limited Warranty
☐ TAMKO Heritage Vintage 600 Months (50 Year) Limited Warranty

Number of Sales Squares: 202
Color: Forest Green
Date of application of Shingles: 10/1/2011
Total cost of Shingles: \$16,160
Total cost of Shingle application: \$4,000
Contractor's Name: Abdool DYS
Contractor's Signature: [Signature]
Date: 12-18-14

RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE.

**SECTION 09 91 13
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Mechanical and Electrical:
 - a. Natural Gas Piping
 - 2. Exterior Wall:
 - a. Abandoned penetrations previously used for MEP systems

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com.
 - 2. PPG Paints: www.ppgpaints.com.
 - 3. Rodda Paint Company: www.rodmapaint.com.
 - 4. Sherwin-Williams Company: www.sherwin-williams.com.
- C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry units, brick, fiber cement siding, primed wood, and primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Alkyd Enamel; MPI #94 or 96.
 - a. Products:
 - 1) Behr Alkyd Interior/Exterior Satin Enamel No. 7900.

- 2) Behr Alkyd Interior/Exterior Semi-Gloss Enamel No. 3900.
- 3) PPG Paints Interior/Exterior Industrial Enamel, Gloss, 7-282. (MPI #96)
- 4) PPG Paints Fast Dry 35 Quick Drying Enamel, Gloss, 95-9000.
- 5) Rodda Porsalite, Semi-Gloss, 745001. (MPI #94)

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 1. Rust-Inhibitive Water Based Primer; MPI #107.
 - a. Products:
 - 1) Behr Premium Plus Interior/Exterior Multi-Surface Primer and Sealer No. 436. (MPI #107)
 - 2) PPG Paints Pitt-Tech Plus DTM Industrial Primer, 90-912 Series.
 - 3) Sumter Coatings, Inc. Universal Primer Water Base.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.02 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.03 SCHEDULE - PAINT SYSTEMS

- A. Shop-Primed Metal Items: Finish surfaces exposed to view.
 1. Exterior: Paint-ME-OP-2A, semi-gloss.

3.04 COLOR SCHEDULE

- A. All new Natural Gas Piping, unions, shut-off valves, and regulators: Safety yellow or color selected by owner.

END OF SECTION

SECTION 22 05 17
SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe Sleeves
- B. Pipe sleeve-seals.

1.02 RELATED REQUIREMENTS

- A. Section 22 05 23 - General-Duty Valves for Plumbing Piping.
- B. Section 22 05 53 - Identification for Plumbing Piping and Equipment: Piping identification.
- C. Section 22 07 19 - Plumbing Piping Insulation.

1.03 REFERENCE STANDARDS

- A. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type) 2016.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems 2013a (Reapproved 2017).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

PART 2 PRODUCTS

2.01 PIPE SLEEVES

- A. Manufacturers:
 - 1. Flexicraft Industries; Pipe Wall Sleeve
- B. Vertical Piping:
 - 1. Sleeve Length: 1 inch above finished floor.
 - 2. Provide sealant for watertight joint.
 - 3. Blocked Out Floor Openings: Provide 1-1/2 inch angle set in silicon adhesive around opening.
- C. Plastic or Sheet Metal: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.
- D. Pipe Passing Through Mechanical, Laundry, and Animal Room Floors above Basement:
 - 1. Galvanized steel pipe or black iron pipe with asphalt coating.
 - 2. Connect sleeve with floor plate except in mechanical rooms.

2.02 PIPE-SLEEVE SEALS

- A. Manufacturers:
 - 1. Advance Products & Systems, LLC; Innerlynx
 - 2. Flexicraft Industries; PipeSeal
- B. Modular Mechanical Sleeve-Seal:
 - 1. Elastomer-based interlocking links continuously fill annular space between pipe and wall-sleeve, wall or casing opening.
 - 2. Watertight seal between pipe and wall-sleeve, wall or casing opening.
 - 3. Size and select seal component materials in accordance with service requirements.
 - 4. Glass-reinforced plastic pressure end plates.
- C. Sealing Compounds:

1. Provide packing and sealing compound to fill pipe to sleeve thickness.
 2. Combined packing and sealing compounding to match partition fire-resistance hourly rating.
- D. Pipe Sleeve Material:
1. Bearing Walls: Steel, cast iron, or terra-cotta pipe.
 2. Masonry Structures: Sheet metal or fiber.
- E. Wall Sleeve: PVC material with waterstop collar, and nailer end-caps.
- F. Sleeve-Forming Disk: Non-conductive plastic-based material, 3 inch thick.

PART 3 EXECUTION

3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

3.02 INSTALLATION

- A. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- B. Install piping to conserve building space, to not interfere with use of space and other work.
- C. Install piping and pipe sleeves to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- D. Inserts:
1. Provide inserts for placement in concrete formwork.
 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
 5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.
- E. Manufactured Sleeve-Seal Systems:
1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
 2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
 3. Locate piping in center of sleeve or penetration.
 4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
 5. Tighten bolting for a water-tight seal.
 6. Install in accordance with manufacturer's recommendations.
- F. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

3.03 CLEANING

- A. Upon completion of work, clean all parts of the installation.
- B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

3.04 LOCATION

- A. Install sleeves on piping in contact with masonry walls per IPC requirements.

END OF SECTION

SECTION 22 05 23
GENERAL-DUTY VALVES FOR PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Ball valves.

1.02 RELATED REQUIREMENTS

- A. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- B. Section 22 07 19 - Plumbing Piping Insulation.
- C. Section 22 10 05 - Plumbing Piping.

1.03 REFERENCE STANDARDS

- A. ASME B1.20.1 - Pipe Threads, General Purpose, Inch 2013 (Reaffirmed 2018).
- B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings 2021.
- C. ASME B16.34 - Valves — Flanged, Threaded, and Welding End 2020.
- D. ASTM A536 - Standard Specification for Ductile Iron Castings 1984, with Editorial Revision (2019).
- E. MSS SP-72 - Ball Valves with Flanged or Butt-Welding Ends for General Service 2010a.
- F. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends 2010, with Errata .
- G. NSF 61 - Drinking Water System Components - Health Effects 2021.
- H. NSF 372 - Drinking Water System Components - Lead Content 2022.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on valves including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- C. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, maintenance and repair data, and parts listings.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. See drawings for specific valve locations.
- B. Listed pipe sizes shown using nominal pipe sizes (NPS) and nominal diameter (DN).
- C. Provide the following valves for the applications if not indicated on drawings:
 - 1. Shut-off: Ball, butterfly.

2.02 GENERAL REQUIREMENTS

- A. Valve Pressure and Temperature Ratings: No less than rating indicated; as required for system pressures and temperatures.
- B. Valve Sizes: Match upstream piping unless otherwise indicated.
- C. Insulated Piping Valves: With 2 inch stem extensions and the following features:
 - 1. Ball Valves: Extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
- D. Valve-End Connections:
 - 1. Threaded End Valves: ASME B1.20.1.
 - 2. Solder Joint Connections: ASME B16.18.

- E. General ASME Compliance:
- F. Potable Water Use:
 - 1. Certified: Approved for use in compliance with NSF 61 and NSF 372.
 - 2. Lead-Free Certified: Wetted surface material includes less than 0.25 percent lead content.

2.03 BRONZE, BALL VALVES

- A. General:
 - 1. If using Aquatherm for piping material, provide aquatherm valves.
 - 2. Fabricate from dezincification resistant material.
 - 3. Copper alloys containing more than 15 percent zinc are not permitted.
- B. One Piece, Reduced Port with Bronze Trim:
 - 1. Comply with MSS SP-110.
 - 2. WSP Rating: 400 psi.
 - 3. CWP Rating: 600 psi.
 - 4. Body: Bronze.
 - 5. End Connections: Pipe press.
 - 6. Seats: PTFE.
- C. Two Piece, Full Port with Bronze Trim:
 - 1. Comply with MSS SP-110.
 - 2. WSP Rating: 150 psi.
 - 3. WOG Rating: 600 psi.
 - 4. Body: Forged bronze or dezincified-brass alloy.
 - 5. Ends Connections: Pipe thread or solder.
 - 6. Seats: PTFE.
 - 7. Stem: Bronze, blowout proof.
 - 8. Ball: Chrome plated brass.
 - 9. Manufacturers:
 - a. Apollo Valves
 - b. Viega LLC

2.04 IRON, BALL VALVES

- A. General:
 - 1. Is using Aquatherm for piping material, provide aquatherm valves.
- B. Class 125, Full Port, Stainless Steel Trim:
 - 1. Comply with MSS SP-72.
 - 2. CWP Rating: 200 psi.
 - 3. Body: ASTM A536 Grade 65-45-12, ductile iron.
 - 4. End Connections: Flanged.
 - 5. Seats: PTFE.
 - 6. Stem: Stainless steel.
 - 7. Ball: Stainless steel.
 - 8. Operator: Lever with locking handle.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Provide unions or flanges with valves to facilitate equipment removal and maintenance while maintaining system operation and full accessibility for servicing.
- B. Provide separate valve support as required and locate valve with stem at or above center of piping, maintaining unimpeded stem movement.

- C. Where valve support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.

END OF SECTION

SECTION 22 05 29
HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prefabricated trapeze-framed systems.
- B. Beam clamps.
- C. Pipe hangers.
- D. Pipe rollers and roller supports.
- E. Pipe supports, guides, shields, and saddles.
- F. Nonpenetrating rooftop supports for low-slope roofs.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping 2022.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings 1999, with Editorial Revision (2018).
- F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- G. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures 1999 (Reapproved 2018).
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- I. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- J. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- L. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022.
- M. FM (AG) - FM Approval Guide current edition.
- N. MFMA-4 - Metal Framing Standards Publication 2004.
- O. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation 2018, with Amendment (2019).
- P. UL (DIR) - Online Certifications Directory Current Edition.
- Q. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for metal channel (strut) framing systems, nonpenetrating rooftop supports, post-installed concrete and masonry anchors, and thermal insulated pipe supports.

1.05 QUALITY ASSURANCE

- A. Comply with applicable building code.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Provide required hardware to hang or support piping, equipment, or fixtures with related accessories as necessary to complete installation of plumbing work.
- B. Provide hardware products listed, classified, and labeled as suitable for intended purpose.
- C. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
- D. Materials for Metal Fabricated Supports: Comply with Section 05 50 00.
 - 1. Zinc-Plated Steel: Electroplated in accordance with ASTM B633 unless stated otherwise.
 - 2. Galvanized Steel: Hot-dip galvanized in accordance with ASTM A123/A123M or ASTM A153/A153M unless stated otherwise.
- E. Corrosion Resistance: Use corrosion-resistant metal-based materials fully compatible with exposed piping materials and suitable for the environment where installed.

2.02 PREFABRICATED TRAPEZE-FRAMED SYSTEMS

- A. Prefabricated Trapeze-Framed Metal Strut Systems:
 - 1. Manufacturers:
 - a. Anvil International, LLC
 - b. --THE FOLLOWING MANUFACTURER HAS REGIONAL AVAILABILITY--
 - c. Gripple, Inc; Fast Track - Standard
 - d. Unistrut, a brand of Atkore International, Inc
 - 2. Strut Channel or Bracket Material:
 - 3. Accessories: Provide bracket covers, cable basket clips, cable tray clips, clamps, conduit clamps, fire-retarding brackets, j-hooks, protectors, and vibration dampeners.

2.03 BEAM CLAMPS

- A. Manufacturers:
 - 1. B-Line, a brand of Eaton Corporation
 - 2. Unistrut, a brand of Atkore International, Inc
- B. MSS SP-58 types 19 through 23, 25 or 27 through 30 based on required load.
- C. C-Clamp: MSS SP-58 type 23, malleable iron and steel with plain, stainless steel, and zinc finish.
- D. Small or Junior Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish. For inverted usage provide manufacturer listed size(s).
- E. Wide Mouth Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish.
- F. Centerload Beam Clamp with Extension Piece: MSS SP-58 type 30, malleable iron with plain finish.
- G. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.

- H. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.

2.04 PIPE HANGERS

- A. Band Hangers, Adjustable:
1. Manufacturers:
 - a. B-Line, a brand of Eaton Corporation
 - b. Gripple, Inc; Universal Clamp (Threaded)
 2. MSS SP-58 type 7 or 9, zinc-plated ASTM A1011/A1011M steel or ASTM A653/A653M carbon steel.
- B. Swivel Ring Hangers, Adjustable:
1. Manufacturers:
 - a. B-Line, a brand of Eaton Corporation
 - b. FNW; 7010
 2. MSS SP-58 type 10, epoxy-painted, zinc-colored.
 3. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
 4. FM (AG) and UL (DIR) listed for specific pipe size runs and loads.
- C. Clevis Hangers, Adjustable:
1. Manufacturers:
 - a. B-Line, a brand of Eaton Corporation
 - b. FNW; 7005
 - c. nVent Caddy, a brand of nVent
 2. Copper Tube: MSS SP-58 type 1, epoxy-plated copper.
 3. Felt-Lined: MSS SP-58 type 1, zinc-plated, silicone-free carbon steel.
 4. Light-Duty: MSS SP-58 type 1, zinc-colored, epoxy plated.
 5. Standard-Duty: MSS SP-58 type 1, zinc-colored, epoxy plated.
 6. UL (DIR) listed: Pipe sizes 2-1/2 to 8 inch.

2.05 PIPE CLAMPS

- A. Riser Clamps:
1. Manufacturers:
 - a. B-Line, a brand of Eaton Corporation
 - b. FNW; 7020
 - c. nVent Caddy, a brand of nVent
 2. For insulated pipe runs, provide two bolt-type clamps designed for installation under insulation.
 3. MSS SP-58 type 1 or 8, carbon steel or steel with epoxy plated, plain, stainless steel, or zinc plated finish.
 4. UL (DIR) listed: Pipe sizes 1/2 to 8 inch.
- B. Strut Clamps:
1. Manufacturers:
 - a. B-Line, a brand of Eaton Corporation
 - b. FNW; 7815:
 - c. Unistrut, a brand of Atkore International, Inc
 2. Pipe Clamp: Two-piece rigid, universal, or outer diameter type, carbon steel with epoxy copper or zinc finish.
 3. Cushioned Pipe or Tubing Strut Clamp: Provide strut clamp with thermoplastic elastomer cushion having dielectric strength of 670 V/mil.
 4. Service Temperature Range: Minus 65 to 275 degrees F.
- C. Insulation Coupling:
1. Manufacturers:

- a. FNW; 7897
- b. nVent Caddy, a brand of nVent
- c. Unistrut, a brand of Atkore International, Inc
- 2. Two bolt-type clamps designed for installation under insulation.
- 3. Material: Carbon steel with epoxy copper or zinc finish.

2.06 PIPE SUPPORTS, GUIDES, SHIELDS, AND SADDLES

- A. Dielectric Barriers: Provide between metallic supports and metallic piping and associated items of dissimilar type; acceptable dielectric barriers include rubber or plastic sheets or coatings attached securely to pipe or item.
- B. Stanchions:
 - 1. Manufacturers:
 - a. Anvil International
 - b. B-Line, a brand of Eaton Corporation
 - c. nVent Caddy, a brand of nVent
 - 2. Material: Malleable iron, ASTM A47/A47M; or carbon steel, ASTM A36/A36M.
 - 3. Provide coated or plated saddles to isolate steel hangers from dissimilar metal tube or pipe.
 - 4. For pipe runs, use stanchions of same type and material where vertical adjustment is required for stationary pipe.
- C. Pipe Shields for Insulated Piping:
 - 1. Manufacturers:
 - a. Anvil International
 - b. FNW; 7753
 - c. Gregory Industries, Inc
 - 2. MSS SP-58 type 40, ASTM A1011/A1011M steel or ASTM A653/A653M carbon steel.
 - 3. General Construction and Requirements:
 - a. Surface Burning Characteristics: Comply with ASTM E84 or UL 723.
 - b. Shields Material: UV-resistant polypropylene with glass fill.
 - c. Maximum Insulated Pipe Outer Diameter: 12-5/8 inch.
 - d. Service Temperature: Minus 40 to 178 degrees F.
 - e. Pipe shields to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
- D. Pipe Supports:
 - 1. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
 - 2. Liquid Temperatures Up to 122 degrees F:
 - a. Overhead Support: MSS SP-58 types 1, 3 through 12 clamps.
 - b. Support From Below: MSS SP-58 types 35 through 38.
- E. Pipe Supports, Thermal Insulated:
 - 1. General Requirements:
 - a. Insulated pipe supports to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
 - b. Surface Burning Characteristics: Flame spread index/smoke developed index of 5/30, maximum, when tested in accordance with ASTM E84 or UL 723.
 - c. Provide pipe supports for 1/2 to 30 inch iron pipes.
 - d. Insulation inserts to consist of rigid phenolic foam insulation surrounded by 360 degree, PVC jacketing.
 - 2. PVC Jacket:
 - a. Pipe insulation protection shields to be provided with ball bearing hinge and locking seam.

- b. Moisture Vapor Transmission: 0.0071 perm inch, when tested in accordance with ASTM E96/E96M.
- c. Minimum Thickness: 60 mil, 0.06 inch.

2.07 NONPENETRATING ROOFTOP SUPPORTS FOR LOW-SLOPE ROOFS

- A. Nonpenetrating Rooftop Supports for Low-Slope Roofs:
 - 1. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation
 - b. Erico International Corporation, a brand of Pentair
 - c. Ferguson Enterprises Inc
 - 2. Provide steel pedestals with thermoplastic or rubber base that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified.
 - 3. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Provide thermal insulated pipe supports complete with hangers and accessories. Install thermal insulated pipe supports during the installation of the piping system.
- G. Equipment Support and Attachment:
 - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

3.02 CONTINUOUS INSULATION THROUGH THE SUPPORT

- A. Insulation of the piping material shall continue through the clamp connecting it to the associated support. Contractor shall either increase the clamp or insulate over both the clamp and piping. Engineer will require this in the field.

END OF SECTION

SECTION 22 07 19
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.

1.02 REFERENCE STANDARDS

- A. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form 2020a.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.
- C. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

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

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
 - 1. Aeroflex USA, Inc: www.aeroflexusa.com/#sle.
 - 2. Armacell LLC; AP Armaflex: www.armacell.us/#sle.
 - 3. K-Flex USA LLC; Insul-Tube: www.kflexusa.com/#sle.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
 - 1. Minimum Service Temperature: Minus 40 degrees F (Minus 40 degrees C).
 - 2. Maximum Service Temperature: 220 degrees F (104 degrees C).
 - 3. Connection: Waterproof vapor barrier adhesive.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. Inserts and Shields:
 - 1. Application: Piping 1-1/2 inches (40 mm) diameter or larger.
 - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 - 3. Insert Location: Between support shield and piping and under the finish jacket.
 - 4. Insert Configuration: Minimum 6 inches (150 mm) long, of same thickness and contour as adjoining insulation; may be factory fabricated.
- D. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.
- E. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet (3 meters) above finished floor): Finish with canvas jacket sized for finish painting.

3.02 SCHEDULES

- A. Plumbing Systems:
 - 1. Interior Condensate Piping:
 - a. Cellular Foam Insulation:
 - 1) Pipe Size Range: 0.5" to 4".
 - 2) Thickness: 0.75".
 - b. Provide PVC wrapping around exposed insulation in the finished area.

END OF SECTION

**SECTION 22 10 05
PLUMBING PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Condensate Piping
- B. Natural gas piping, buried beyond 5 feet of building.
- C. Natural Gas Piping, Above Grade
- D. Pipe flanges, unions, and couplings.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 13 - Exterior Painting.
- B. Section 09 91 23 - Interior Painting.
- C. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- D. Section 22 07 19 - Plumbing Piping Insulation.

1.03 REFERENCE STANDARDS

- A. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300 2021.
- B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings 2021.
- C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings 2021.
- D. ASME B31.1 - Power Piping 2020.
- E. ASME B31.9 - Building Services Piping 2020.
- F. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2018.
- G. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service 2019.
- H. ASTM B32 - Standard Specification for Solder Metal 2020.
- I. ASTM B88 - Standard Specification for Seamless Copper Water Tube 2016.
- J. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric) 2018.
- K. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube 2016.
- L. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings 2016.
- M. ASTM D2513 - Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing, and Fittings 2020.
- N. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems 2020.
- O. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings 2020.
- P. ASTM D2683 - Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing 2020.
- Q. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings 2021.
- R. ASTM D2855 - Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets 2020.

- S. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings 2021.
- T. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- U. ASTM F876 - Standard Specification for Crosslinked Polyethylene (PEX) Tubing 2022a, with Editorial Revision.
- V. ASTM F1960 - Standard Specification for Cold Expansion Fittings with PEX Reinforcing Rings for Use with Cross-linked Polyethylene (PEX) and Polyethylene of Raised Temperature (PE-RT) Tubing 2021.
- W. NSF 61 - Drinking Water System Components - Health Effects 2021.
- X. NSF 372 - Drinking Water System Components - Lead Content 2022.
- Y. PPI TR-4 - PPI HSB Listing of Hydrostatic Design Basis (HDB), Hydrostatic Design Stress (HDS), Strength Design Basis (SDB), Pressure Design Basis (PDB) and Minimum Required Strength (MRS) Ratings for Thermoplastic Piping Materials or Pipe 2021.
- Z. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.06 OWNER EQUIPMENT

- A. Upon completion of the project, the contractor shall provide the owner with a new fusion tool from an approved third-party tool by Aquatherm for future repair.

PART 2 PRODUCTS

2.01 CONDENSATE PIPING, ABOVE GRADE

- A. PVC Pipe: ASTM D2665 or ASTM D3034.
 - 1. Fittings: PVC.
 - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

2.02 NATURAL GAS PIPING, ABOVE GRADE

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
 - 1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
 - 2. Joints: Threaded or welded to ASME B31.1.

2.03 PIPE FLANGES, UNIONS, AND COUPLINGS

- A. Unions for Pipe Sizes 3 inch and Under:
 - 1. Ferrous Pipe: Class 150 malleable iron threaded unions.
 - 2. Copper Tube and Pipe: Class 150 bronze unions with soldered joints.
- B. Flanges for Pipe Sizes Over 1 inch:
 - 1. Ferrous Pipe: Class 150 malleable iron threaded or forged steel slip-on flanges; preformed neoprene gaskets.
 - 2. Copper Tube and Pipe: Class 150 slip-on bronze flanges; preformed neoprene gaskets.

- C. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- C. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- D. Group piping whenever practical at common elevations.
- E. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- F. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.
- G. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- H. Pipe Hangers and Supports:
 - 1. Install in accordance with ASME B31.9.
 - 2. Support horizontal piping as indicated.
 - 3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
 - 4. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- I. Pipe Sleeve-Seal Systems:
 - 1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
 - 2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
 - 3. Locate piping in center of sleeve or penetration.
 - 4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
 - 5. Tighten bolting for a watertight seal.
 - 6. Install in accordance with manufacturer's recommendations.

3.02 TOLERANCES

- A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.03 FIELD TESTS AND INSPECTIONS

- A. Verify and inspect systems according to requirements by the Authority Having Jurisdiction. In the absence of specific test and inspection procedures proceed as indicated below.
- B. Gas Distribution Systems:
 - 1. Test Preparation: Close each appliance valve or disconnect and cap each connected appliance.
 - 2. General Systems:
 - a. Inject a minimum of 10 psi of compressed air into the piping system for a duration of 15 minutes and verify with a gauge that no perceptible pressure drop is measured.
 - b. Ensure test pressure gauge has a range of twice the specific pressure rate selected with an accuracy of 1/10 of 1 pound.

C. Test Results: Document and certify successful results, otherwise repair, document, and retest.

3.04 SCHEDULES

A. Pipe Hanger Spacing:

1. Metal Piping:
 - a. Pipe Size: 1/2 inch to 1-1/4 inch:
 - 1) Maximum Hanger Spacing: 6.5 ft.
 - 2) Hanger Rod Diameter: 3/8 inches.
 - b. Pipe Size: 1-1/2 inch to 2 inch:
 - 1) Maximum Hanger Spacing: 10 ft.
 - 2) Hanger Rod Diameter: 3/8 inch.
 - c. Pipe Size: 2-1/2 inch to 3 inch:
 - 1) Maximum Hanger Spacing: 10 ft.
 - 2) Hanger Rod Diameter: 1/2 inch.
 - d. Pipe Size: 4 inch to 6 inch:
 - 1) Maximum Hanger Spacing: 10 ft.
 - 2) Hanger Rod Diameter: 5/8 inch.
 - e. Pipe Size: 8 inch to 12 inch:
 - 1) Maximum hanger spacing: 14 ft.
 - 2) Hanger Rod Diameter: 7/8 inch.
2. Plastic Piping:
 - a. All Sizes:
 - 1) Maximum Hanger Spacing: 6 ft.
 - 2) Hanger Rod Diameter: 3/8 inch.

END OF SECTION

SECTION 23 05 17
SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe sleeves.
- B. Pipe-sleeve seals.

1.02 RELATED REQUIREMENTS

- A. Section 23 07 16 - HVAC Equipment Insulation.
- B. Section 23 07 19 - HVAC Piping Insulation.

1.03 REFERENCE STANDARDS

- A. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems 2013a (Reapproved 2017).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified this section.

PART 2 PRODUCTS

2.01 PIPE SLEEVES

- A. Manufacturers:
 - 1. Flexicraft Industries; Pipe Wall Sleeve
- B. Vertical Piping:
 - 1. Sleeve Length: 1 inch above finished floor.
 - 2. Provide sealant for watertight joint.
 - 3. Blocked Out Floor Openings: Provide 1-1/2 inch angle set in silicon adhesive around opening.
 - 4. Drilled Penetrations: Provide 1-1/2 inch angle ring or square set in silicone adhesive around penetration.
- C. Plastic or Sheet Metal: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.
- D. Pipe Passing Through Below Grade Exterior Walls:
 - 1. Zinc coated or cast iron pipe.
 - 2. Provide watertight space with link rubber or modular seal between sleeve and pipe on both pipe ends.
- E. Clearances:
 - 1. Provide allowance for insulated piping.
 - 2. Wall, Floor, Partitions, and Beam Flanges: 1 inch greater than external pipe diameter.
 - 3. All Rated Openings: Caulked tight with fire stopping material in compliance with ASTM E814 in accordance with Section 07 84 00 to prevent the spread of fire, smoke, and gases.

2.02 PIPE-SLEEVE SEALS

- A. Manufacturers:
 - 1. Advance Products & Systems, LLC; Innerlynx
 - 2. American Polywater Corporation; PGKD Modular Seals
 - 3. Flexicraft Industries; PipeSeal
- B. Modular Mechanical Sleeve-Seal:
 - 1. Elastomer-based interlocking links continuously fill annular space between pipe and wall-sleeve, wall or casing opening.
 - 2. Watertight seal between pipe and wall-sleeve, wall or casing opening.
 - 3. Size and select seal component materials in accordance with service requirements.
 - 4. Glass-reinforced plastic pressure end plates.
- C. Sealing Compounds:
 - 1. Provide packing and sealing compound to fill pipe to sleeve thickness.
 - 2. Combined packing and seal compound is to match partition fire-resistance hourly rating.
- D. Pipe Sleeve Material:
 - 1. Bearing Walls: Steel, cast iron, or terra-cotta pipe.
 - 2. Masonry Structures: Sheet metal or fiber.
- E. Wall Sleeve: PVC material with waterstop collar, and nailer end-caps.
- F. Sleeve-Forming Disk: Non-conductive plastic-based material, 3 inch thick.
- G. Pipeline-Casing Seals:
 - 1. Coated boltless casing-spacer for 4 inch carrier pipe.
 - 2. Coated boltless modular seal for 6 inch carrier pipe.
 - 3. End Seals: 1/8 inch, pull-on type, rubber or synthetic rubber based.

PART 3 EXECUTION

3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.

3.02 INSTALLATION

- A. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- B. Install piping to conserve building space, to not interfere with use of space and other work.
- C. Install piping and pipe sleeves to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- D. Inserts:
 - 1. Provide inserts for placement in concrete formwork.
 - 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
 - 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
 - 5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.
- E. Structural Considerations:
 - 1. Do not penetrate building structural members unless indicated.
- F. Provide sleeves when penetrating footings, floors, walls, partitions, and [_____]. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
- G. Manufactured Sleeve-Seal Systems:

1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
 2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
 3. Locate piping in center of sleeve or penetration.
 4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
 5. Tighten bolting for a water-tight seal.
 6. Install in accordance with manufacturer's recommendations.
- H. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

END OF SECTION

SECTION 23 05 29
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment components for equipment, piping, and other HVAC/hydronic work.

1.02 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping 2022.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings 1999, with Editorial Revision (2018).
- F. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.
- G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- H. MFMA-4 - Metal Framing Standards Publication 2004.
- I. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation 2018, with Amendment (2019).
- J. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, nonpenetrating rooftop supports, post-installed concrete and masonry anchors, and thermal insulated pipe supports.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 15%. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 4. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

- B. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
 - 1. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation
 - b. Ferguson Enterprises Inc
 - c. Thomas & Betts Corporation
 - d. Unistrut, a brand of Atkore International Inc
 - 2. Comply with MFMA-4.
 - 3. Channel Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 - 4. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
 - 5. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
- C. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
 - 1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Piping up to 1 inch (27 mm) nominal: 1/4 inch diameter.
 - c. Piping larger than 1 inch (27 mm) nominal: 3/8 inch diameter.
- D. Steel Cable:
 - 1. Manufacturers:
 - a. Ductmate Industries, Inc, a DMI Company; Clutcher Cable Hanging System:
 - b. Gripple
- E. Pipe Supports:
 - 1. Liquid Temperatures Up To 122 degrees F:
 - a. Overhead Support: MSS SP-58 Types 1, 3 through 12.
 - b. Support From Below: MSS SP-58 Types 35 through 38.
 - 2. Operating Temperatures from 122 to 446 degrees F:
 - a. Overhead Support: MSS SP-58 Type 1 or 3 through 12, with appropriate saddle of MSS SP-58 Type 40 for insulated pipe.
- F. Beam Clamps: MSS SP-58 Types 19 through 23, 25 or 27 through 30 based on required load.
 - 1. Material: ASTM A36/A36M carbon steel or ASTM A181/A181M forged steel.
 - 2. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.
- G. Strut Clamps: Two-piece pipe clamp.
- H. Pipe Hangers: For a given pipe run, use hangers of the same type and material.
 - 1. Material: Malleable iron, ASTM A47/A47M; or carbon steel, ASTM A36/A36M.
 - 2. Provide coated or plated hangers to isolate steel hangers from dissimilar metal tube or pipe.
- I. nVent Caddy Pyramid EZ Rubber-Based Supports. Provide height adjustments as needed to slope the condensate piping.
 - 1. The maximum spacing for the condensate piping shall be 5'-0" on straight runs. Provide (2) supports within 12" of each 90 degree turn in the piping.
 - 2. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.
 - 3. Mounting Height: Provide minimum clearance of 6 inches under supported component to top of roofing.
- J. Pipe Shields for Insulated Piping:
 - 1. Manufacturers:
 - a. Anvil International

2. General Construction and Requirements:
 - a. Surface Burning Characteristics: Comply with ASTM E84 or UL 723.
 - b. Shields Material: UV-resistant polypropylene with glass fill.
- K. Anchors and Fasteners:
 - a. Maximum Insulated Pipe Outer Diameter: 12-5/8 inch.
 - b. Minimum Service Temperature: Minus 40 degrees F.
 - c. Maximum Service Temperature: 178 degrees F.
 - d. Pipe shields to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
2. Manufacturers - Mechanical Anchors:
 - a. Hilti, Inc
 - b. Gripple
 - c. Simpson Strong-Tie Company Inc
3. Manufacturers - Powder-Actuated Fastening Systems:
 - a. Hilti, Inc
 - b. Gripple
 - c. Simpson Strong-Tie Company Inc
4. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
5. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
6. Hollow Stud Walls: Use toggle bolts.
7. Steel: Use beam clamps, machine bolts, or welded threaded studs.
8. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.
 - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Equipment Support and Attachment:
 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- G. Preset Concrete Inserts: Use manufacturer-provided closure strips to inhibit concrete seepage during concrete pour.
- H. Secure fasteners according to manufacturer's recommended torque settings.

- I. Remove temporary supports.

3.02 CONTINUOUS INSULATION THROUGH THE SUPPORT

- A. Insulation of the piping material shall continue through the clamp connecting it to the associated support. Contractor shall either increase the clamp or insulate over both the clamp and piping. Engineer will require this in the field.

END OF SECTION

SECTION 23 05 93
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Commissioning activities.

1.02 RELATED REQUIREMENTS

- A. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.
- B. Section 23 08 00 - Commissioning of HVAC.

1.03 REFERENCE STANDARDS

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition 2016.
- B. ASHRAE Std 110 - Methods of Testing Performance of Laboratory Fume Hoods 2016, with Errata.
- C. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems 2008, with Errata (2019).
- D. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems 2015, with Errata (2017).
- E. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing 2002.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
 - 1. Include at least the following in the plan:
 - a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
 - d. Final test report forms to be used.
 - e. Detailed step-by-step procedures for TAB work for each system and issue, including:
 - 1) Terminal flow calibration (for each terminal type).
 - 2) Diffuser proportioning.
 - 3) Branch/submain proportioning.
 - 4) Total flow calculations.
 - 5) Rechecking.
 - 6) Diversity issues.
 - f. Expected problems and solutions, etc.
 - g. Criteria for using air flow straighteners or relocating flow stations and sensors; analogous explanations for the water side.
 - h. Time schedule for TAB work to be done in phases (by floor, etc.).
 - i. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.

2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 1. AABC (NSTSB), AABC National Standards for Total System Balance.
 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 3. SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. TAB Agency Qualifications:
 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 2. Having minimum of three years documented experience.
 3. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabc.com/#sle; upon completion submit AABC National Performance Guaranty.
 - b. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.
- D. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.
- E. TAB Supervisor Qualifications: Professional Engineer licensed in the State in which the Project is located.
- F. Pre-Qualified TAB Agencies:
 1. Total Air Balance
 2. Tabco.
 3. CJD Engineering

3.02 EXAMINATION

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

3.03 PREPARATION

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.

- B. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to Architect to facilitate spot checks during testing.

3.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.05 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.
- L. Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain approximately 0.05 inches positive static pressure near the building entries.

3.06 SCOPE

- A. Test, adjust, and balance the following:
 - 1. Air Cooled Condensing Units and Furnaces
 - 2. Dedicated Outside Air Units
 - 3. Air Inlets and Outlets.

3.07 MINIMUM DATA TO BE REPORTED

- A. Air Moving Equipment:
 - 1. Location.
 - 2. Manufacturer.
 - 3. Model number.
 - 4. Serial number.
 - 5. Arrangement/Class/Discharge.
 - 6. Air flow, specified and actual.

7. Return air flow, specified and actual.
8. Outside air flow, specified and actual.
9. Total static pressure (total external), specified and actual.
10. Inlet pressure.
11. Discharge pressure.
12. Sheave Make/Size/Bore.
13. Number of Belts/Make/Size.
14. Fan RPM.

END OF SECTION

**SECTION 23 07 13
DUCT INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct insulation.
- B. Duct liner.

1.02 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus 2021.
- B. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications 2013 (Reapproved 2019).
- C. ASTM C916 - Standard Specification for Adhesives for Duct Thermal Insulation 2020.
- D. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation (Thermal and Sound Absorbing Material) 2019.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- F. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022.
- G. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi 2015, with Editorial Revision (2021).
- H. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in wrapping.
- C. Provide plastic wrapping on the ends of ductwork while storing onsite. Plastic wrap shall be installed on the ends of the ductwork after fabrication at the shop. Ductwork found onsite without plastic wrap will be requested to be replaced.

1.05 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

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

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturer:

1. Johns Manville
 2. JP Lamborn Co; Thermal Sleeve MT
 3. Knauf Insulation; Atmosphere Duct Wrap
 4. Owens Corning Corporation
 5. CertainTeed Corporation
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
1. K value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
 2. Maximum Service Temperature: 1200 degrees F.
 3. Maximum Water Vapor Absorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
- D. Vapor Barrier Tape:
1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.

2.03 DUCT LINER

- A. Manufacturers:
1. Armacell LLC; AP Coilflex
 2. Ductmate Industries, Inc, a DMI Company
 3. Johns Manville
 4. Knauf Insulation
 5. Owens Corning Corporation
- Note: Choose the liner type - Elastomeric Foam or Glass Fiber.
- B. Glass Fiber Insulation: Non-corrosive, incombustible glass fiber complying with ASTM C1071; flexible blanket, rigid board, and preformed round liner board; impregnated surface and edges coated with poly vinyl acetate polymer, acrylic polymer, or black composite.
1. Fungal Resistance: No growth when tested according to ASTM G21.
 2. Apparent Thermal Conductivity: Maximum of 0.31 at 75 degrees F.
 3. Service Temperature: Up to 250 degrees F.
 4. Rated Velocity on Coated Air Side for Air Erosion: 5,000 fpm, minimum.
 5. Minimum Noise Reduction Coefficients:
 - a. 1 inch Thickness: 0.45.
- C. Adhesive: Waterproof, fire-retardant type, ASTM C916.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated Ducts Conveying Air Below Ambient Temperature:
1. Finish with tape and vapor barrier jacket.
 2. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 3. Insulate entire system, including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- D. External Duct Insulation Application:
1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.

3.02 SCHEDULES

- A. Concealed Rectangular Supply, Outside Air, Return, and Exhaust Ducts:
 - 1. 1.5" Flexible Fiberglass Insulation.
- B. Exposed Rectangular Supply, Outside Air, Return, and Exhaust Ducts:
 - 1. 1.5" Flexible Fiberglass Insulation.
- C. Concealed Round Supply, Ventilation, Return, and Exhaust Ducts:
 - 1. 1.5" Flexible Fiberglass Insulation.
- D. Exterior Rectangular Supply, Outside Air, Return, and Exhaust Ducts
 - 1. Refer to detail 5/M202 for manufactured duct requirements.
 - 2. Premanufactured exterior duct. Refer to specification section 23 31 00.

END OF SECTION

SECTION 23 07 19
HVAC PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Flexible removable and reusable blanket insulation.
- C. Jackets and accessories.
- D. Engineered wall outlet seals and refrigerant piping insulation protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 23 23 00 - Refrigerant Piping: Placement of inserts.

1.03 REFERENCE STANDARDS

- A. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus 2019.
- B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- C. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- D. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form 2020.
- E. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel 2008 (Reapproved 2018).
- F. ASTM D610 - Standard Practice for Evaluating Degree of Rusting on Painted Steel Surfaces 2008 (Reapproved 2019).
- G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2020.
- H. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

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

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturers:
 - 1. Aeroflex USA, Inc; Aerocel Stay-Seal with Protape (SSPT)
 - 2. Armacell LLC; ArmaFlex Ultra with FlameDefense
 - 3. K-Flex USA LLC; K-Flex Titan
 - 4. Reftekk
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
 - 1. Minimum Service Temperature: Minus 40 degrees F (Minus 40 degrees C).
 - 2. Maximum Service Temperature: 180 degrees F (82 degrees C).

3. Connection: Waterproof vapor barrier adhesive.

2.03 JACKETS

- A. PVC Plastic.
 1. Manufacturers:
 - a. Johns Manville Corporation: www.jm.com.
- B. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
 1. Thickness: 0.016 inch (0.40 mm) sheet.
 2. Finish: Smooth.
 3. Joining: Longitudinal slip joints and 2 inch (50 mm) laps.
 4. Fittings: 0.016 inch (0.4 mm) thick die shaped fitting covers with factory attached protective liner.
 5. Metal Jacket Bands: 3/8 inch (10 mm) wide; 0.015 inch (0.38 mm) thick aluminum.

2.04 ENGINEERED WALL OUTLET SEALS AND REFRIGERANT PIPING INSULATION PROTECTION

- A. Manufacturers:
 1. Airex Manufacturing, Inc: www.airexmfg.com/#sle.
- B. Pipe Penetration Wall Seal: Seals HVAC piping wall penetrations with compression gasket wall mounted rigid plastic outlet cover.
 1. Outlet Cover Color: Gray.

2.05 ACCESSORIES

- A. General Requirements:
 1. Furnish compatible materials which do not contribute to corrosion, soften, or otherwise attack surfaces to which applied, in either the wet or dry state.
 2. Comply with ASTM C795 requirements for materials to be used on stainless steel surfaces.
 3. Supply materials that are asbestos free.
- B. Corrosion Inhibitors:
 1. Corrosion Control Gel:
 - a. Corrosion Protection: Comply with ASTM B117 and ASTM D610.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Inserts and Shields:
 1. Application: Piping 1-1/2 inches (40 mm) diameter or larger.
 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 3. Insert location: Between support shield and piping and under the finish jacket.
 4. Insert Configuration: Minimum 6 inches (150 mm) long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- E. Continue insulation through walls, sleeves, pipe hangers/supports, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 07 84 00.
- F. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet (3 meters) above finished floor): Finish with PVC jacket and fitting covers.

- G. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.02 SCHEDULE

- A. Refrigerant piping:
1. Provide aluminum jacketing on all exterior refrigerant piping.
 2. Refer to the schedule below for insulation thickness required:
 - a. Provide 1" EPDM insulation for all refrigerant piping.

END OF SECTION

SECTION 23 09 23
DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. System description.
- B. Operator interface.
- C. Controllers.
- D. Controller software.

1.02 SYSTEM REQUIREMENTS

- A. BACnet®. The control system shall consist of a high-speed, peer-to-peer internetwork of ANSI/ASHRAE Standard 135 native BACnet devices. The control system shall also incorporate input/output devices, mechanical/electrical automatic temperature control devices, enclosures, interconnecting conduit, and cabling.
- B. Performance Monitoring. The System shall provide the specified performance monitoring functionality, including required monitoring points and performance metrics, system accuracy, data acquisition and data management capabilities, as well as all required graphical and data displays.
- C. Browser-Based User Interface. The System shall support a Browser-based User Interface (BUI) to the System data. An Operator using a standard web browser shall be able to access the control system graphics and change adjustable setpoints.

1.03 RELATED REQUIREMENTS

- A. Section 23 09 93 - Sequence of Operations for HVAC Controls.
- B. Section 26 27 26 – Wiring Devices.

1.04 REFERENCE STANDARDS

- A. ASHRAE Std 135 - BACnet - A Data Communication Protocol for Building Automation and Control Networks; 2016.
- B. National Electric Code (NEC)
- C. International Building Code (IBC)
- D. International Mechanical Code (IMC)
- E. Underwriters Laboratories (UL)
 - 1. UL-916 – Energy Management Systems (EMS)
 - 2. UL-864/UUKL – Control Units and Accessories for fire alarm systems.

1.05 SUBMITTALS

- A. Submittals must be prepared and submitted in compliance with all General Conditions of the Contract, Supplementary Conditions, and General Requirements of the project and in conjunction with the requirements of this section.
- B. No work may begin on any segment of this project until submittals have been successfully reviewed and approved for conformity with the design intent.
- C. All submittals and documentation including complete System engineering design submittal & drawings, project record documents, application engineering documents, and Operation & Maintenance manuals shall be submitted electronically in the form of an ISO 32000 Portable Document Format (PDF).
 - 1. All control schematics, wiring diagrams, riser diagrams, etc. shall be formatted for ANSI B (279 mm x 432 mm; 11" x 17") or A3 paper size (297 mm x 420 mm).
 - 2. All other documentation may be formatted for ANSI A (216 mm x 297 mm; 8.5" x 11") or A4 (210 mm x 297 mm).

- D. Submit in writing and so delineated at the beginning of each submittal, known conflicts, substitutions, and deviations from requirements of Contract Documents. Deviation from Contract Documents must be approved by Owner and/or Contracting Officer prior to award of contract.
- E. Each submitted piece of literature and drawing shall clearly reference the applicable specification section and/or drawing that the submittal responds to.
 - 1. General catalogue sheets shall not be acceptable as cut sheets.
- F. Submittal documentation and drawings shall consistently use the same abbreviations, symbols, nomenclature, and identifiers. Each control system element shall be assigned a unique identifier pursuant with the Contract Documents.
- G. Submittal documentation and drawings shall have at the beginning an index and design drawing legend.
 - 1. Index shall list all design drawings and elements including the drawing number, sheet number, drawing title, etc.
 - 2. Legend shall show and describe all symbols, abbreviations, and acronyms used on the design drawings.
- H. System Hardware Submittals. Submit the following at a minimum:
 - 1. A complete Bill of Materials of all equipment, controllers, devices, and sensors to be provided and/or used indicating unique equipment identifier, unique device identifier, manufacturer, model number, and quantity.
 - 2. A Protocol Implementation Conformance Statement (PICS) including a BACnet Interoperability Building Block (BIBB) table for each DDC device included in the submittal.
 - 3. Manufacturer's technical data including product specification sheets, performance curves, and installation/maintenance instructions. When manufacturer's cut sheets apply to a product series rather than a specific product, the data specifically applicable to the project shall be highlighted or clearly called out by other means.
 - 4. Schematic diagrams for all field sensors and controllers providing floor plans indicating the locations of all sensors, devices, and temperature control panels.
 - 5. Control enclosure details for each enclosure including panel identifier, location, physical lay-out, dimensions, instrumentation, labels, etc.
 - 6. Wiring diagrams and schematics for each control enclosure showing power source for each panel, secondary power, and network termination as well as all individual terminations, terminal numbers, point type, and mnemonic/name.
 - 7. Wiring diagrams for all packaged equipment, motor starters, relay wiring, equipment interlock, safety circuits, etc. clearly indicating all interconnecting wiring and termination of all conductors and cables including labels of all cables and point mnemonics.
 - 8. Wiring diagrams and schematics for each sensor.
- I. Controlled System Submittals.
 - 1. Riser diagram showing the physical lay-out of the entire internetwork.
 - 2. Riser diagram for each individual BACnet network including the ELCN, and each BLCN and FLCN including:
 - a. Data link with physical characteristics and configuration.
 - b. Each BACnet networked DDC device including location, service, device instance, MAC address, and network number.
 - c. Each IP networking device including location, service, and IP address.
 - d. Location of all interface devices including network interface jacks and workstation connections.
 - e. Location of all MS/TP network termination points and End-of-Line (EOL) terminations.
 - 3. A schematic control flow diagram of each controlled system showing actual physical configuration and location of all control elements including each hardware point type, controller, and mnemonic.

4. A schematic wiring diagram of each controlled system showing actual physical wiring and termination of all control elements including each hardware point type, controller, mnemonic, and terminal number.
5. An instrumentation list for each controlled system displaying each control element, name, manufacturer, model, and product data sheet number in a tabular format.
6. A complete description of the operation of the System including a specific Sequence of Operation for each controlled system. Sequences of Operation shall:
 - a. Reference the submitted schematic of the controlled system.
 - b. Refer to equipment and control devices by their specific unique identifiers pursuant with the Contract Documents and the System submittal package.
 - c. Clearly represent actual application programming methodology and functional control operation not merely a copy of the Contract Document specified sequence of control.
 - d. Include a concise description of functional system operation under specified normal and failure conditions.
 - e. Include a complete hardware input and output (I/O) points schedule identifying for each point its instance, type, name/mnemonic, controller, equipment/function, location, termination, override, alarm, and display criteria.
7. Operational deviation from the specified Sequences of Operation as outlined in Contract Documents shall not be permitted under any circumstances without prior written approval by the Owner, Engineer, or Contracting Officer.
8. A schedule of all control valves. This shall include the unique equipment identifier, valve size, dimensions and installation/maintenance clearance, model number (including pattern and connections), close-off rating, flow, CV, pressure drop, pressure rating, and location. The valve schedule shall also contain actuator selection data supported by calculations of the force required to move, close, and seal the valve at design conditions.
9. A schedule of all control dampers. This shall include the unique equipment identifier, unique damper identifier, damper size, pressure drop, blade configuration, orientation and axis of frame, blade rotation, location and selection criteria of actuators, nominal and actual sizes, manufacturer, and model number. The Damper Schedule shall include the AMCA 500-D maximum leakage rate at the operating static-pressure differential.

1.06 QUALITY ASSURANCE

- A. The DDC System Manufacturer shall be engaged full-time and shall have been engaged full-time for a minimum of ten (10) years, in the manufacture of equipment and devices of the scope, size, and service consistent with the requirements for this project.
- B. The System Manufacturer shall operate a Quality Management System that is formally certified to be in compliance with ISO 9001:2015.
- C. System controllers provided under this specification must be manufactured in compliance with Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronics equipment (RoHS 2).
- D. The System Contractor shall specialize, and have a minimum of five (5) years of experience in, the design, installation, programming, and operation of Systems consistent with the scope, size, and service specified; and shall:
 1. Be an officially authorized representative of the System Manufacturer with an established relationship of not less than three (3) years.
 2. Assign to the project technicians and engineers who are officially trained and certified by the System Manufacturer in the design, installation, programming, and operation of the System components.
 - a. Upon request, the System Contractor shall present certifications of completed training including hours of instruction and course outlines for all technicians and engineers assigned to, and/or otherwise employed on, the project.

- E. The BACnet internetwork shall be based upon, and installed according to, the System Manufacturer's standard integrated hardware and software product design and in accordance with the System Manufacturer's installation and application documentation.

1.07 TRAINING.

- A. Provide training course outline and curricula at least six (6) weeks prior to training. Engineer and/or Owner shall modify the curricula as necessary to meet the Owner's Project Requirements (OPR). Revised curricula shall be returned no later than three (3) weeks prior to the training.

1.08 WARRANTY

- A. The System Manufacturer shall warranty all DDC controllers to be free of defect in material and workmanship under normal operation and expected service as published by the manufacturer in the unit's performance specifications for a period of five (5) years at a minimum.
 - 1. Sensors and field components integral to DDC controllers shall be warrantied to be free of defect in material and workmanship under normal operation and expected service as published by the manufacturer in the unit's performance specifications for a period of one (1) years at a minimum.
- B. The System Contractor shall warranty the installation of all other DDC materials and labor to be free of defects under normal expected service and use for a period of one (1) year from the date of final acceptance.
- C. Warranty service response shall be during normal business hours within twenty-four (24) hours of the Owner's warranty service request.
 - 1. Except in the event of property loss or damage, or as indicated otherwise in the Contract Documents, warranty service shall be provided during regular working hours Monday through Friday.
- D. Operator workstation software, project-specific software, graphic software, database software, and firmware provided under this specification required to resolve deficiencies shall be provided at no charge during the warranty period. If available, the owner can purchase an in-warranty service agreement to receive upgrades for functional enhancements associated with above-mentioned items.
 - 1. After acceptance of the System, the System Contractor shall not install updates or upgrades without the Owner's written authorization.

1.09 OWNERSHIP OF PROPRIETARY MATERIAL

- A. Upon project acceptance all software and documentation delivered as a part of this specification shall become the exclusive property of the Owner; including but not limited to: all graphics, record drawings, database, application programming code, and documentation.

PART 2 PRODUCTS

2.01 MAUFACTURERS

- A. Reliable Controls
- B. Automated Logic
- C. Johnson Controls
- D. Schneider Controls
- E. Honeywell

2.02 SYSTEM PERFORMANCE

- A. Performance Standards. The System shall conform to the following minimum performance standards using the project-deployed, normal-service, production hardware, firmware, software, and network connections:
 - 1. Graphic Display. A minimum of 50 dynamic real-time data points shall be displayed within 10 seconds of the request and shall refresh with current data within 5 seconds.

2. Operator Command. The maximum time between the command of a binary or analog object by the operator and the reaction initialization by the device shall be 2 seconds.
 3. Object Command. Devices shall respond to automatic command of a binary or analog object within 2 seconds.
 4. Object scan. Changes of state or analog values shall be transmitted such that reporting of a value is never more than 15 seconds old and is reported within 15 seconds of a change in value.
 5. Alarm Response. The maximum amount of time from when an object goes into alarm until it is annunciated at the workstation shall not exceed 20 seconds.
 - a. Each workstation on the network shall receive alarms within 5 seconds of other workstations.
 6. Program Execution. All programs in all DDC devices shall be able to execute at a minimum of at least one time every second. Program execution time shall be configurable to be consistent with the process under control.
 7. Control Loop Performance. All DDC devices shall be able to execute control loops at a frequency at least one time every second. The controller shall update the process value and output generated by this calculation at this same frequency at a minimum or as appropriate for the mechanical process under control.
- B. Environmental Conditions. All System components provided under this specification shall operate under ambient environmental conditions of -20°C (-4°F) to 55°C (131°F) dry-bulb and 10% to 90% relative humidity, non-condensing at a minimum. Sensors and control elements shall be constructed of materials suitable and rated for the media sensed under the ambient environmental temperature, pressure, humidity, and vibration conditions typical for the installed location.
- C. Power Conditions. Networked components of the System shall be able to operate at 90% to 110% of nominal voltage rating and shall perform an orderly shutdown below 80%.
- D. Reporting Accuracy. System shall report values with minimum end-to-end accuracy as listed in Table 1 through Table 5.
- E. Control Stability and Accuracy. Control applications shall maintain process variables at setpoint within the tolerances listed in Table 1 through Table 5.
1. Combined system repeatability of sensors, controllers, and readout devices for a particular application shall be $\pm 2\%$ of full scale of the operating range.
 2. Repeatability of overall combined system of sensor, controller, and readout device in a control loop application will be $\pm 5\%$ of full scale of the operating range.
 3. Long-term electronic drift shall not exceed 0.4% per year.

2.03 PRODUCT REQUIREMENTS

- A. The System as provided and installed under this specification shall be comprised of BACnet devices including controllers, routers, operator workstations, operator displays, and supervisory software from a single manufacturer and product line or product family.
1. The System Manufacturer product line selected shall be the most current and complete offering and shall currently be actively manufactured and supported and shall have been installed in a minimum of 25 installations at the time the bid date for this project.
 - a. This project shall not be used as a test site. First release and test version hardware, software, and firmware shall not be implemented on this project under any circumstances.
 2. The entirety of the System Manufacturer product line selected shall be designed and deployed specifically with standard provisions for integral backwards compatibility and extensibility.
 - a. System Manufacturer shall certify that System devices, and spare or equivalent components shall be readily available for a minimum of five (5) years after the completion and final acceptance of this project.

- b. System Manufacturer shall certify that its own DDC product line in its entirety, and as was in mainstream service ten (10) years prior to the bid date for this project, are still supported. Support shall include complete viability and compatibility of the legacy components with the current mainstream product line; and availability of replacement or equivalent compatible components and/or repair services.
- 3. OEM and/or private-labelled controllers or software manufactured or developed by a third-party and labelled or otherwise represented as being a product of the System Manufacturer shall not be accepted under this specification.
- 4. Non-networked system components specified in this section (including sensors, valves, dampers, etc.) need not be manufactured by the System Manufacturer.

2.04 COMMUNICATION

- A. BACnet. The System as provided and installed under this specification shall comprise a BACnet internetwork.
 - 1. All communication between System devices, including operator workstation and operator display communication, provided and/or installed under this specification shall conform to ANSI/ASHRAE Standard 135, BACnet using native BACnet communications.
 - a. All devices shall utilize a native BACstack embedded at the media access controller level.
 - 2. Devices that require translation of data, gateways, or mapping of any kind for communication between System devices shall not be acceptable.
- B. BTL. All System devices provided and installed under this specification shall be tested, certified, clearly stamped, and listed by the BACnet Testing Laboratories (BTL) a minimum of 30 days prior to the bid date for this project.
 - 1. BTL product listings are available from BACnet International (<http://www.bacnetinternational.net/btl/>).
- C. Extensibility. The System shall be modular in nature and implemented in such a manner that it can be expanded in functionality and in capacity to at least twice the required hardware through the addition of controllers, devices, and wiring. Expansion shall not require operator interface hardware additions, software revisions, firmware revisions, or additional licensing.

2.05 POWER SUPPLIES

- A. Power Supplies & Control Transformers. Control transformers and power supplies shall be UL-Listed. Provide Class 2 current-limiting type or over-current protection in both primary and secondary circuits for Class 2 service not to exceed 100 VA in accordance with the applicable following requirements or as directed by the AHJ.
 - 1. NEC 2011 (NFPA 70) Chapter 7 Article 725 – Class 1, Class 2 and Class 3 Remote-Control, Signaling and Power-Limited Circuits.
 - 2. NEC 2011 (NFPA 70) Chapter 9 Table 11(A) and Table 11(B).
 - 3. Canadian Electrical Code, Part 1 (CSA C22.1-12) Rule 16-200.
- B. DC Power Supplies. DC power supply output shall match output current and voltage requirements. Power supply shall be half-wave rectified type with the following minimum specifications:
 - 1. Output ripple: 5.0 mV maximum peak-to-peak.
 - 2. Regulation: 1.0% line and load combined.
 - 3. Response: 100 ms for 50% load changes.
 - 4. Built-in overvoltage and overcurrent protection and able to withstand a 150% current overload for a minimum of three (3) seconds without tripping or failure.
- C. Power Line Filtering. Provide transient voltage and surge suppression for all workstations and controllers either internally or as an external component.

PART 3 EXECUTION

3.01 INSTALLERS

- A. Installer List:
 - a. IFS
 - b. Control Service Company
 - c. Associated Air Products
 - d. C&C Group
 - e. Johnson Controls

3.02 INSTALLATION

- A. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.
- B. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation. Refer to Section 23 09 93.
- C. Update existing graphics to match new floor plan and equipment shown on the construction documents.
- D. Provide conduit and electrical wiring in accordance with Section 26 05 83. Electrical material and installation shall be in accordance with appropriate requirements of Division 26. Provide EMT conduit with compression fittings for control wiring in all exposed classroom areas. Refer to the reflected ceiling plan for exposed ceilings.

3.03 COORDINATION

- A. Coordination with controls specified in other sections or divisions. Other sections and/or divisions of this specification include controls and control devices that are to be part of or interfaced to the control system specified in this section. These controls shall be integrated into the system and coordinated by the contractor as follows:
 - 1. Each supplier of a controls product is responsible for the configuration, programming, start up, and testing of that product to meet the sequences of operation.
 - 2. The contractor shall coordinate and resolve any incompatibility issues that arise between control products provided under this section and those provided under other sections or divisions of this specification.
 - 3. The contractor is responsible for providing all controls described in the contract documents regardless of where within the contract documents these controls are described.
 - a. **GENERAL WORKMANSHIP**
 - 1) Install equipment, piping, and wiring/raceway parallel to building lines (i.e. horizontal, vertical, and parallel to walls) wherever possible.
 - 2) Provide sufficient slack and flexible connections to allow for vibration of piping and equipment.
 - 3) Install equipment in readily accessible locations as defined by Chapter 1 Article 100 Part A of the National Electrical Code (NEC).
 - 4) Verify integrity of all wiring to ensure continuity and freedom from shorts and grounds.
 - 5) All equipment, installation, and wiring shall comply with industry specifications and standards for performance, reliability, and compatibility and be executed in strict adherence to local codes and standard practices.

3.04 FIELD QUALITY CONTROL

- A. Examination. The System Contractor shall thoroughly examine the contract documents, drawings, and project site to verify that all equipment, enclosures, and devices may be installed as shown and will operate as intended consistent with the project specifications and Sequences of Operation.

1. Any discrepancies, conflicts, or omissions shall be reported to the Engineer and/or project Construction Management team for resolution before rough-in work is initiated.
- B. Protection. The System Contractor shall be responsible for System work and equipment until finally inspected, tested, and accepted.
 1. Work shall be protected against theft or damage.
 2. Materials and equipment received on site but not immediately installed shall be carefully stored.
 3. All open ends of work shall be closed with temporary covers or plugs during storage and construction to prevent damage/contamination by foreign objects and construction debris.
- C. Quality Control.
 1. The System Contractor shall be responsible for inspection and Quality Control (QC) for all materials and workmanship provided under this specification section.
 2. The System Contractor shall continually monitor the field installation of System components for code compliance and quality of workmanship and shall have all work inspected as required by local and/or regional code enforcing authorities and/or AHJ.
 3. Upon request from the Owner or Engineer, the System Manufacturer shall provide shall provide documentation and declarations of conformity certifying the following at a minimum:
 - a. Controllers are manufactured in compliance with Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronics equipment (RoHS 2).
 - b. The System Manufacturer operates according to a Quality Management System certified to be compliant with the requirements of ISO 9001:2015 as certified and bearing the Certification Mark from an applicable registrar.
 - c. The System Manufacturer operates according to an Environmental Management System certified to be compliant with the requirements of ISO 14001:2015 as certified and bearing the Certification Mark from an applicable registrar.
 4. Upon request from the Owner or Engineer, the System Contractor shall present the following:
 - a. Certification of technical training from the System Manufacturer including hours of instruction and course outline for each installer, technician, and application engineer that will be involved on this project.
 - b. Resumes for each installer, technician, application engineer, and project manager that will be involved on this project.
 - c. References from previous projects of comparable scope, type, and service specified.
 - d. All qualifications shall be provided within seven (7) calendar days of initial request.
 5. The System Contractor shall maintain a comprehensive service office within 160 km (100 miles) of the project location by the bid date and at a minimum until the completion of the warranty period.
 - a. Comprehensive service office shall be defined as a full-time operational center where System professionals are regularly employed performing at a minimum the responsibilities and services of installation, design, application engineering, service, and project management of complete Systems consistent in scope, type, and service specified for this project.
- D. General Workmanship. System installation shall be performed by professionals in a workmanlike manner consistent with acceptable industry standards for performance and in compliance with the contract documents, project electrical system specifications, the National Electric Code (NEC), CSA C22.1-12, and any/all applicable local codes and/or Authorities Having Jurisdiction (AHJ) and in compliance with the following at a minimum:
 1. Installation of all DDC devices, enclosures, wiring, equipment, control devices, and sensors shall be installed in accordance with the manufacturers' recommended installation procedures and as specified.

2. All control devices are to be provided and installed complete with all required gaskets, seals, flanges, connection enclosures, thermal compounds, insulation, piping, fittings, and valves as required for design operation, isolation, equalization, purging, and calibration.
 3. Install all equipment as to be readily accessible as defined by Chapter 1, Article 100, Part A of the National Electric Code (NEC) or CSA C22.1-12 Rule 2 (as applicable) and such that it provides sufficient clearance for system maintenance, component service, calibration, removal, repair, or replacement.
 4. Install all equipment, piping, and wiring/raceway parallel or perpendicular to building lines.
 5. Provide sufficient slack and flexible connections to allow for vibration of piping and equipment.
 6. All control devices mounted outdoors shall be protected by a weather-shield, integral outdoor enclosure, etc., and from ambient elements in such a manner as to not impede design functionality and/or sensing.
 7. Dielectric isolation shall be provided where dissimilar metals are used in installation for connection and support.
 8. Penetrations through, and mounting holes in, the building exterior associated with the System installation shall be sealed and made water-tight.
- E. Coordination.
1. Where work will be installed near, or will interfere with, work of other trades, all contractors are responsible for coordinating space requirements.
 - a. Coordinate and schedule work with all other trades in the same area, or with work that is dependent upon other trades to facilitate mutual progress.
 - b. Report all conflicts and anticipated delays to the project Construction Management team for resolution immediately upon identification.
 2. Test and Balance.
 - a. The System Contractor shall furnish one (1) full set of all tools necessary to interface to the System for test and balance purposes.
 - b. The System Contractor shall provide four (4) hours of training in the use of tools necessary to interface to the System for test and balance purposes.
 - c. The System Contractor shall provide a qualified technician to assist in the test and balance process until for a period of eight (8) hours, or until the first twenty (20) terminal units have been balanced, or 20% of the terminal units have been balanced (whichever is less).
 3. Life Safety Coordination.
 - a. Duct smoke detectors required for equipment shut down are furnished under another division of the specification. The System Contractor shall interlock smoke detectors to air handling units for shut down as described in the Sequences of Operation.
 - b. Smoke dampers and actuators required for duct smoke isolation are provided under another division of the specification. The System Contractor shall interlock smoke dampers to air handling units as described in the Sequences of Operation.
 - c. Fire/smoke dampers and actuators required for fire rated assemblies are provided under another division of the specification. Control of these dampers shall be by another division of the specification.
 4. Original Equipment Manufacturer (OEM) Provided Controls. All OEM and/or vendor package DDC control systems, controls, and devices provided under any specification section for this project shall completely comply with all requirements of this specification section.
 - a. The provider(s) of the OEM equipment/controls shall bear exactly the same burden of responsibility for products provided as those required of the System Contractor in this specification section.
 - b. A Protocol Implementation Conformance Statement (PICS) including a BACnet Interoperability Building Block (BIBB) table shall be provided for any DDC device (hardware and software) provided to be integrated to the System.

- c. All communication and network media and equipment integrated with the System provided by any Contractor or Vendor must comply with the requirements of this specification.
 - d. The Contractor, Supplier, and/or Vendor furnishing and/or providing any controls products to be integrated to the System are responsible for the configuration, programming, start-up, testing, and proof-of-performance of that product to meet the requirements of this specification and all Sequences of Operation. Functional performance of controls products to be integrated to the System in compliance with this specification shall not be responsibility of the System Contractor.
5. The System Contractor shall coordinate resolution of incompatibilities that arise between the control products provided as a part of this section and products provided as a part of other sections or divisions of the specification. Final responsibility for any product resides with the Contractor or Vendor Wiring

3.05 CONTROL SYSTEM DEMONSTRATION AND ACCEPTANCE

- A. Prior to acceptance, the System shall undergo a series of performance tests to verify proper operation and compliance with this specification.
- B. The tests described in this section are in addition, and subsequent, to the tests necessary for start-up, tuning, debugging, and compliance with the requirements of the Check-out and Testing section of this specification. The Engineer or an appointed representative shall be present at the tests specified in this section and shall be notified ten (10) working days prior to the testing procedures.
- C. The Contractor shall provide at least two (2) qualified technical personnel equipped with means for two-way communication to demonstrate the actual operation of all control operations and modes including occupied, unoccupied, seasonal changeover, and emergency/fail-safe operation.
 - 1. Compliance with this specification shall be demonstrated including all specification sections, schedules, drawings, and Sequences of Operation.
- D. Demonstrate operator interface compliance with the requirements of the specification.
- E. Additionally, the following shall be demonstrated:
 - 1. Control loop response shall be proven in the form of trend data in a graphical format displaying the actual response to process variables of each control loop.
 - a. Trends shall include the process variable, setpoint, loop output, and physical output position.
 - b. Trends shall show the loop's response to a change in setpoint which represents a change in output equal to at least 25% of its full range.
 - c. The sampling rate shall be between 10 seconds and 3 minutes.
 - d. Leading or following loops shall be required to be tuned by the Contractor.
 - 2. Operational logs for each system that demonstrate normal operation.
 - a. Trends shall include the process variable, setpoint, loop output, physical output position, operational mode, and equipment status.
 - b. Trends shall cover three (3) 48-hour periods with a sampling interval of not more than 10 minutes.
 - 3. At the discretion of the Owner/Engineer trends from a random sampling of 25% of unitary controllers/applications shall be submitted.
 - 4. Database backup of the entire network and database restoration for selected controllers.
- F. As each device is tested, a log shall be completed showing the date, technician's initials, and any corrective action taken as a result of operational failures.
- G. The Contractor shall display, using a third-party data packet analytical tool, that all System data transmission, including operator interface requests, are being performed using BACnet.

- H. Any tests that fail to demonstrate the operational compliance of the System shall be repeated, at a later date, after the issues have been resolved. The System Contractor shall be responsible for any necessary repairs or revisions to successfully complete all tests.

3.06 WITHIN SEVEN (7) CALENDAR DAYS OF SUCCESSFUL COMPLETION OF THE TESTS AND DOCUMENTATION DESCRIBED HEREIN THE SYSTEM SHALL BE ACCEPTED AS COMPLETE.

1. Any tests that cannot be performed due to circumstances beyond the control of the Contractor may be performed at the discretion of the Owner after acceptance and as a part of the warranty period.

3.07 TRAINING

- A. The Contractor shall provide instruction on the adjustment, operation and maintenance of the System including all hardware and software provided and installed in compliance with the requirements of this specification.
1. Training shall be performed by a manufacturer's representative and/or instructor or a manufacturer-trained application engineer and/or technician with a minimum of 5-years of experience in the installation, programming and operation of the System.
 2. All training equipment and material shall be provided by this Contractor.
- B. Training in the operation of the System shall be performed utilizing a BACnet network of working controllers representative of the installed network and/or the Owner's facility and shall include:
1. Overview of the installed system and network architecture.
 2. System components.
 3. Graphical User Interface (GUI) operation.
 4. Day-to-day operations including modification of system setpoints, schedules, calendars, manual overrides, trending, log retrieval, alarm handling, etc.
 5. Software operation, including navigating the workstation displays, database management, troubleshooting, diagnostics, report generation, etc.
 6. Database design and modification including adding objects, modifying routines, optimizing operation, etc.
 7. General operation of the workstation hardware and peripherals.
- C. Training videos that describe the operation of the System shall be provided, and/or made accessible, to the Owner.
- D. On-site walk-through shall cover the deployment and execution of the complete System and components including:
1. Sequences of Operation.
 2. Location of all panels, enclosures, controllers, devices, sensors, etc. and equipment and panel lay-out.
 3. Hardware preventive maintenance, calibration, troubleshooting, maintenance, and repair.
 4. Proper use of service tools and materials.

END OF SECTION

SECTION 23 09 93
SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section defines the manner and method by which controls function. Requirements for each type of control system operation are specified. Equipment, devices, and system components required for control systems are specified in other sections.
- B. Sequence of operation for:
 - 1. Dedicated Outside Air Units
 - 2. Furnace and Condensing Units
 - 3. Freezer and cooler control

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Sequence of Operation Documentation: Submit written sequence of operation for entire HVAC system and each piece of equipment.
- C. The control system shall be as indicated on the drawings and described in the specifications. The BAS contractor shall provide a BACnet DDC control system and provide all necessary labor and materials to integrate the DDC controller provided within this scope of work with full read/write capabilities. The BAS shall be able to communicate seamlessly with the Republic School District Automated Logic front end system.
 - 1. GENERAL REQUIREMENTS
- D. Occupancy Schedules:
 - 1. Dormitory Units: Schedules shall be coordinated with a facility operations representative.
 - 2. Common Areas : Schedules shall be coordinated with a facility operations representative.
- E. Zone Temperature (base) set-points:
 - 1. Coordinate zone temperature setpoints with facility operations representative.
- F. Equipment controllers shall be furnished by the BAS contractor to operate the sequences listed in this specification.
- G. Provide the following global information to the equipment controllers
 - 1. Occupancy Schedules (adjustable)
 - 2. Base setpoint temperatures (adjustable)
 - 3. Outdoor air temperature – Provide two sensors and use average value. Failure of one sensor shall cause it to disable an alarm generated.
 - 4. Outdoor air relative humidity
 - 5. Outdoor air enthalpy
- H. Failure of any of the above sensor shall generate an alarm.

1.03 FURNACES AND CONDENSING UNIT:

- A. Occupied mode:
 - 1. The cooling and heating stage shall be controlled in sequence to maintain the space temperature set point.
 - 2. The furnaces fans shall be enabled when cooling or heating is required to maintain the space temperature setpoint.
- B. Unoccupied mode:
 - 1. The furnaces and condensing units shall be off.
 - 2. If space temperature moves beyond the unoccupied heating or cooling set points, the furnace fan and condensing units shall be started, and the heating and cooling stage shall be enabled to maintain the unoccupied heating and cooling set points.

- C. Supply Fan Control:
 - 1. The supply fan shall operate whenever the heating and cooling stages are enabled. The fan speed shall match the associated heating and cooling stages.
 - 2. The system shall set an alarm if the supply fan status does not prove after a delay.
- D. Heating Control:
 - 1. The gas heating shall be staged to maintain the space temperature setpoint.
 - 2. The heating stage shall be disabled if the cooling coil is enabled or the supply fan is off.
- E. Cooling Control:
 - 1. The DX cooling from the condensing unit shall be staged to maintain the space temperature set point.
 - 2. The cooling stages shall be disabled if the heating coil is enabled or the supply fan is off.
- F. Optimal Start:
 - 1. The BAS shall monitor the scheduled occupied time, occupied space set points and space temperature to calculate when the optimal start occurs.
- G. Morning Warm-up Mode:
 - 1. During optimal start, if the space temperature is below the occupied heating setpoint a morning warm-up shall be activated. When morning warm-up is initiated the unit shall enable the heating and supply fan. The outside air shall remain closed. When the space temperature reaches the occupied heating setpoint (adjustable), the unit shall transition to the occupied mode.
- H. Pre-cool Mode:
 - 1. During optimal start, if the space temperature is above the occupied cooling setpoint, pre-cool mode shall be activated. When pre-cool is initiated the unit shall enable the fan and cooling or economizer. The outside air damper shall remain closed, unless economizing. When the space temperature reaches occupied cooling setpoint (adj.), the unit shall transition to the occupied mode.
- I. Optimal Stop:
 - 1. The BAS shall monitor the scheduled unoccupied time, occupied setpoint and space temperature to calculate when the optimal stop occurs. When the optimal stop mode is active the unit controller shall maintain the space temperature to the space temperature offset setpoint.

1.04 DEDICATED OUTSIDE AIR UNIT – DOA01

- A. General:
 - 1. The unit shall be controlled by a factory controller, furnished and installed by the equipment manufacturer, which shall monitor and control the unit in a stand-alone mode or as directed by the building automation system (BAS). At a minimum the input/output points scheduled shall be passed via the communication trunk.
 - 2. Occupancy Control of System:
 - a. Unit shall be in occupied mode according to a schedule obtained from Gentry Residential Treatment Center. The occupied hours shall be set and adjustable through the BAS.
- B. Occupied Mode:
 - 1. When the DOAS is in the occupied mode, the supply and exhaust fans shall run continuously at the specified airflow, the outdoor air damper shall be open and the cooling, heating, dehumidification, energy wheel and bypass dampers shall control according to their respective sequences to maintain the supply air temperature setpoint of 72 deg F (adj.) and maximum supply air relative humidity setpoint of 50% RH (adj. at unit).
- C. Unoccupied Mode:

1. When the DOAS is in the unoccupied mode, the supply and exhaust fans shall be off, the outdoor air damper shall be closed, and heating, cooling, dehumidification, and energy wheel shall be off.
- D. Supply Fan Control:
 1. The supply fan shall operate as described in the mode descriptions above. An alarm shall be generated if the proof-of-run sensor does not acknowledge fan operation within 30 seconds of command.
- E. Exhaust Fan Control:
 1. The exhaust fan shall operate as described in the mode descriptions above. An alarm shall be generated if the proof-of-run sensor does not acknowledge fan operation within 30 seconds of command.
- F. Economizer Control:
 1. The economizer shall be enabled, stop the energy wheel and open the wheel bypass dampers whenever the outdoor air enthalpy, as calculated from the global outdoor temperature and relative humidity sensors, is below 28 Btu/lb (adj.) and the outdoor air temperature is below 60 deg F (adj.). If the economizer is enabled and the supply air temperature rises above the supply air temperature setpoint, the unit shall stage on the first stage of DX cooling in addition to the economizer.
 2. When the outdoor air enthalpy or temperature rises above the setpoints, the economizer shall be disabled, the wheel bypass dampers shall modulate closed and the energy wheel shall be enabled. The economizer shall remain disabled until the outdoor air enthalpy is below 26 btu/lb (adj.) and 55 def F (adj.).
- G. Heating Control:
 1. When the supply air temperature falls below 70 deg F (adj.), the heat pump shall be first be enabled to maintain a supply air temperature of 72 deg F (adj). When the heat pump cannot maintain the discharge air setpoint for more than 15 min (adj), the natural gas heater shall be enabled and modulate as required to maintain a supply air temperature of 72 deg F (adj.). Heating shall be disabled if the unit is operating under economizer or cooling control, or if the supply fan is off.
- H. Cooling Control:
 1. When the supply air temperature rises above 74 deg F (adj.), the DX cooling shall be enabled and modulate as required to maintain a supply air temperature of 72 deg F (adj.). Cooling shall be disabled if the unit is operating under heating or dehumidification control, or if the supply fan is off.
- I. Dehumidification Control:
 1. Dehumidification control is provided by the unit factory control system. BAS shall monitor the supply air relative humidity and alarm when the humidity exceeds 60% RH (adj.)
- J. Energy Recovery Wheel Control:
 1. The energy recovery wheel shall be enabled and the bypass dampers closed whenever the DOAS is in the occupied mode, economizer is disabled, and the defrost control is disabled. Whenever the wheel is disabled, except in defrost control, the energy wheel bypass dampers shall be open.
- K. Energy Recovery Wheel Defrost Control:
 1. Energy wheel defrost control is provided by the AAON factory control system. BAS shall monitor the status of the defrost control mode and display when the unit is in defrost mode.

1.05 DEDICATED OUTSIDE AIR UNIT – DOA02

- A. General:
 1. The unit shall be controlled by a factory controller, furnished and installed by the equipment manufacturer, which shall monitor and control the unit in a stand-alone mode

or as directed by the building automation system (BAS). At a minimum the input/output points scheduled shall be passed via the communication trunk.

2. Occupancy Control of System:
 - a. Unit shall be in occupied mode according to a schedule obtained from Gentry Residential Treatment Center. The occupied hours shall be set and adjustable through the BAS.
- B. Occupied Mode:
 1. When the DOAS is in the occupied mode, the supply and exhaust fans shall run continuously at the specified airflow, the outdoor air damper shall be open and the cooling, heating, dehumidification, energy wheel and bypass dampers shall control according to their respective sequences to maintain the supply air temperature setpoint of 72 deg F (adj.) and maximum supply air relative humidity setpoint of 50% RH (adj. at unit).
- C. Unoccupied Mode:
 1. When the DOAS is in the unoccupied mode, the supply and exhaust fans shall be off, the outdoor air damper shall be closed, and heating, cooling, dehumidification, and energy wheel shall be off.
- D. Supply Fan Control:
 1. The supply fan shall operate as described in the mode descriptions above. An alarm shall be generated if the proof-of-run sensor does not acknowledge fan operation within 30 seconds of command.
- E. Exhaust Fan Control:
 1. The exhaust fan shall operate as described in the mode descriptions above. An alarm shall be generated if the proof-of-run sensor does not acknowledge fan operation within 30 seconds of command.
- F. Economizer Control:
 1. The economizer shall be enabled, stop the energy wheel and open the wheel bypass dampers whenever the outdoor air enthalpy, as calculated from the global outdoor temperature and relative humidity sensors, is below 28 Btu/lb (adj.) and the outdoor air temperature is below 60 deg F (adj.). If the economizer is enabled and the supply air temperature rises above the supply air temperature setpoint, the unit shall stage on the first stage of DX cooling in addition to the economizer.
 2. When the outdoor air enthalpy or temperature rises above the setpoints, the economizer shall be disabled, the wheel bypass dampers shall modulate closed and the energy wheel shall be enabled. The economizer shall remain disabled until the outdoor air enthalpy is below 26 btu/lb (adj.) and 55 def F (adj.).
- G. Heating Control:
 1. When the supply air temperature falls below 70 deg F (adj.), the heat pump shall be first be enabled to maintain a supply air temperature of 72 deg F (adj.). When the heat pump cannot maintain the discharge air setpoint for more than 15 min (adj), the natural gas heater shall be enabled and modulate as required to maintain a supply air temperature of 72 deg F (adj.). Heating shall be disabled if the unit is operating under economizer or cooling control, or if the supply fan is off.
- H. Cooling Control:
 1. When the supply air temperature rises above 74 deg F (adj.), the DX cooling shall be enabled and modulate as required to maintain a supply air temperature of 72 deg F (adj.). Cooling shall be disabled if the unit is operating under heating or dehumidification control, or if the supply fan is off.
- I. Dehumidification Control:
 1. Dehumidification control is provided by the unit factory control system. BAS shall monitor the supply air relative humidity and alarm when the humidity exceeds 60% RH (adj.)

- J. Energy Recovery Wheel Control:
 - 1. The energy recovery wheel shall be enabled and the bypass dampers closed whenever the DOAS is in the occupied mode, economizer is disabled, and the defrost control is disabled. Whenever the wheel is disabled, except in defrost control, the energy wheel bypass dampers shall be open.
- K. Energy Recovery Wheel Defrost Control:
 - 1. Energy wheel defrost control is provided by the AAON factory control system. BAS shall monitor the status of the defrost control mode and display when the unit is in defrost mode.

1.06 DEDICATED OUTSIDE AIR UNIT – DOA03

- A. General:
 - 1. The unit shall be controlled by a factory controller, furnished and installed by the equipment manufacturer, which shall monitor and control the unit in a stand-alone mode or as directed by the building automation system (BAS). At a minimum the input/output points scheduled shall be passed via the communication trunk.
 - 2. Occupancy Control of System:
 - a. Unit shall be in occupied mode according to a schedule obtained from Gentry Residential Treatment Center. The occupied hours shall be set and adjustable through the BAS.
- B. Occupied Mode:
 - 1. When the DOAS is in the occupied mode, the supply and exhaust fans shall run continuously at the specified airflow, the outdoor air damper shall be open and the cooling, heating, dehumidification, energy wheel and bypass dampers shall control according to their respective sequences to maintain the supply air temperature setpoint of 72 deg F (adj.) and maximum supply air relative humidity setpoint of 50% RH (adj. at unit).
- C. Unoccupied Mode:
 - 1. When the DOAS is in the unoccupied mode, the supply and exhaust fans shall be off, the outdoor air damper shall be closed, and heating, cooling, dehumidification, and energy wheel shall be off.
- D. Supply Fan Control:
 - 1. The supply fan shall operate as described in the mode descriptions above. An alarm shall be generated if the proof-of-run sensor does not acknowledge fan operation within 30 seconds of command.
- E. Exhaust Fan Control:
 - 1. The exhaust fan shall operate as described in the mode descriptions above. An alarm shall be generated if the proof-of-run sensor does not acknowledge fan operation within 30 seconds of command.
- F. Economizer Control:
 - 1. The economizer shall be enabled, stop the energy wheel and open the wheel bypass dampers whenever the outdoor air enthalpy, as calculated from the global outdoor temperature and relative humidity sensors, is below 28 Btu/lb (adj.) and the outdoor air temperature is below 60 deg F (adj.). If the economizer is enabled and the supply air temperature rises above the supply air temperature setpoint, the unit shall stage on the first stage of DX cooling in addition to the economizer.
 - 2. When the outdoor air enthalpy or temperature rises above the setpoints, the economizer shall be disabled, the wheel bypass dampers shall modulate closed and the energy wheel shall be enabled. The economizer shall remain disabled until the outdoor air enthalpy is below 26 btu/lb (adj.) and 55 def F (adj.).
- G. Heating Control:

1. When the supply air temperature falls below 70 deg F (adj.), the heat pump shall be first be enabled to maintain a supply air temperature of 72 deg F (adj). When the heat pump cannot maintain the discharge air setpoint for more than 15 min (adj), the natural gas heater shall be enabled and modulate as required to maintain a supply air temperature of 72 deg F (adj.). Heating shall be disabled if the unit is operating under economizer or cooling control, or if the supply fan is off.
- H. Cooling Control:
 1. When the supply air temperature rises above 74 deg F (adj.), the DX cooling shall be enabled and modulate as required to maintain a supply air temperature of 72 deg F (adj.). Cooling shall be disabled if the unit is operating under heating or dehumidification control, or if the supply fan is off.
- I. Dehumidification Control:
 1. Dehumidification control is provided by the unit factory control system. BAS shall monitor the supply air relative humidity and alarm when the humidity exceeds 60% RH (adj.)
- J. Energy Recovery Wheel Control:
 1. The energy recovery wheel shall be enabled and the bypass dampers closed whenever the DOAS is in the occupied mode, economizer is disabled, and the defrost control is disabled. Whenever the wheel is disabled, except in defrost control, the energy wheel bypass dampers shall be open.
- K. Energy Recovery Wheel Defrost Control:
 1. Energy wheel defrost control is provided by the AAON factory control system. BAS shall monitor the status of the defrost control mode and display when the unit is in defrost mode.

1.07 FREEZER AND COOLER TEMP MONITOR

- A. The BAS system shall monitor the temperature of the freezers and coolers for the treatment center. An alarm shall sound when the temperature (adjustable) is above the owner required temperature setpoint.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

**SECTION 23 31 00
HVAC DUCTS AND CASINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ductwork.
- B. Nonmetal ductwork.
- C. Pre-Insulated Outdoor HVAC Ductwork System
- D. Casing and plenums.
- E. Duct cleaning.

1.02 REFERENCE STANDARDS

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- E. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements 2015.
- F. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements 2015.
- G. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements 2015.
- H. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations 2021.
- I. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible 2021.
- J. SMACNA (KVS) - Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines 2001.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

- A. Regulatory Requirements: Construct ductwork to comply with NFPA 90A standards.
- B. Ducts: Galvanized steel, unless otherwise indicated.
- C. Low Pressure Supply (Heating Systems): 1/2 inch w.g. pressure class, galvanized steel.
- D. Low Pressure Supply (System with Cooling Coils): 1/2 inch w.g. pressure class, galvanized steel.

2.02 MATERIALS

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.
- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
 - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.

2. Surface Burning Characteristics: Flame spread index of zero and smoke developed index of zero, when tested in accordance with ASTM E84.
- C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.
- D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
 1. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
 2. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
 3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
 4. Masonry Screw Type Anchors: Complying with ICC-ES AC106.
 5. Other Types: As required.

2.03 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
- B. No variation of duct configuration or size permitted except by written permission. Size round duct installed in place of rectangular ducts in accordance with ASHRAE (FUND) Handbook - Fundamentals.
- C. Duct systems have been designed for metal duct. At the Contractor's option, fibrous glass duct may be substituted for metal duct.
- D. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- E. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- F. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

2.04 MANUFACTURED DUCTWORK AND FITTINGS

- A. Double Wall Insulated Round Ducts: Round spiral lockseam duct with galvanized steel outer wall, perforated galvanized steel inner wall; fitting with solid inner wall.
 1. Manufacture in accordance with SMACNA (DCS).
 2. Insulation:
 - a. Thickness: 1 inch.
 - b. Material: Air.
 3. Manufacturers:
 - a. MKT Metal Manufacturing; Weatherguard
 - b. L&L Fabrication
 - c. LINX Industries
- B. Round Ducts: Round lockseam duct with galvanized steel outer wall.
 1. Manufacture in accordance with SMACNA (DCS).
- C. Flexible Ducts: Multiple layers of aluminum laminate supported by helically wound spring steel wire.
 1. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
 2. Maximum Velocity: 4000 fpm.
 3. Temperature Range: Minus 20 degrees F to 210 degrees F.
 4. Manufacturers:
 - a. Thermaflex.
 - 1) M-KC
- D. Round Duct Connection System: Interlocking duct connection system in accordance with SMACNA (DCS).
- E. Pre-Insulated outdoor HVAC ductwork system.
 1. Manufacturers:
 - a. Pro R Duct

2. All exterior ductwork shall have an interior R-value of 12, pre-finished embossed aluminum external cladding. External cladding shall be white.
3. System shall be used for all exterior rated ductwork. System shall include pre-insulated panels, insulation, sealants, coupling systems, and accessories for a full system.
4. Warranty - Manufacturer shall provide a 10-year limited warranty for the Pre-Insulated Outdoor HVAC ductwork system.
5. Mounting System:
 - a. Horizontal Ductwork Support Mounting Rails: Factory supplied & attached external support rails on all ducts longer than 24' & depth greater than 24"
 - b. Vertical Ductwork Support Mounting Rails: Factory supplied & attached external support rails on all ducts with vertical rise greater than 6'
6. Designed, fabricated, and installed to be liquid tight preventing exhaust leakage into the building.
7. Fabrication: Ductwork to be fabricated with panels, adhesives, sealants, connectors, reinforcements, supports and accessories in accordance with Manufacturer's specifications and the SMACNA Phenolic Duct Construction Standards.

2.05 CASINGS

- A. Fabricate casings in accordance with SMACNA (DCS) and construct for operating pressures indicated.
- B. Mount floor mounted casings on 4 inch high concrete curbs. At floor, rivet panels on 8 inch centers to angles. Where floors are acoustically insulated, provide liner of galvanized 18 gage, 0.0478 inch expanded metal mesh supported at 12 inch centers, turned up 12 inches at sides with sheet metal shields.
- C. Reinforce door frames with steel angles tied to horizontal and vertical plenum supporting angles. Install hinged access doors where indicated or required for access to equipment for cleaning and inspection.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- E. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal cap with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- F. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

3.02 CLEANING

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.
- B. Clean duct systems with high power vacuum machines. Protect equipment that could be harmed by excessive dirt with filters, or bypass during cleaning. Provide adequate access into ductwork for cleaning purposes.

END OF SECTION

**SECTION 23 33 00
AIR DUCT ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Air turning devices/extractors.
- B. Combination fire and smoke dampers.
- C. Flexible duct connectors.
- D. Volume control dampers.
- E. Low leakage (Class 1A) control dampers.

1.02 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems 2021.
- B. NFPA 92 - Standard for Smoke Control Systems 2021.
- C. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible 2021.
- D. UL 555 - Standard for Fire Dampers Current Edition, Including All Revisions.
- E. UL 555S - Standard for Smoke Dampers Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect dampers from damage to operating linkages and blades.

PART 2 PRODUCTS

2.01 AIR TURNING DEVICES/EXTRACTORS

- A. Manufacturers:
 - 1. Carlisle HVAC Products; Dynair Hollow Vane and Rail (Double Wall Vane)
 - 2. Elgen Manufacturing, Inc
 - 3. Krueger-HVAC, Division of Air System Components
 - 4. Ruskin Company
 - 5. Titus HVAC, a brand of Johnson Controls
 - 6. Ward Industries, a brand of Hart and Cooley, Inc
- B. Multi-blade device with radius blades attached to pivoting frame and bracket, steel construction, with push-pull operator strap.

2.02 COMBINATION FIRE AND SMOKE DAMPERS

- A. Manufacturers:
 - 1. Nailor Industries, Inc
 - 2. Pottorff.
 - 3. Ruskin Company
- B. Fabricate in accordance with NFPA 90A, UL 555, UL 555S, and as indicated.
- C. Provide factory sleeve and collar for each damper.
- D. Multiple Blade Dampers: Fabricate with 16 gage, 0.0598 inch galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, stainless steel jamb seals, 1/8 by 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock, and 1/2 inch actuator shaft.

- E. Operators: UL listed and labelled spring return electric type suitable for 120 volts, single phase, 60 Hz. Provide end switches to indicate damper position. Locate damper operator on interior of duct and link to damper operating shaft.
- F. Normally Closed Smoke Responsive Fire Dampers: Curtain type, opening by gravity upon actuation of electro thermal link, flexible stainless steel blade edge seals to provide constant sealing pressure.
- G. Normally Open Smoke Responsive Fire Dampers: Curtain type, closing upon actuation of electro thermal link, flexible stainless steel blade edge seals to provide constant sealing pressure, stainless steel springs with locking devices to ensure positive closure for units mounted horizontally.
- H. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

2.03 FLEXIBLE DUCT CONNECTORS

- A. Manufacturers:
 - 1. Carlisle HVAC Products
 - 2. Ductmate Industries, Inc, a DMI Company
 - 3. Elgen Manufacturing, Inc
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Flexible Duct Connections: Fabric crimped into metal edging strip.

2.04 VOLUME CONTROL DAMPERS

- A. Manufacturers:
 - 1. AireTechnologies, Inc, a DMI Company
 - 2. Louvers & Dampers, Inc, a brand of Mestek, Inc
 - 3. MKT Metal Manufacturing
 - 4. Nailor Industries, Inc
 - 5. NCA, a brand of Metal Industries Inc
 - 6. Ruskin Company
 - 7. Pottorff
- B. Single Blade Dampers:
 - 1. Fabricate for duct sizes up to 6 by 30 inch.
 - 2. Blade: 24 gage, 0.0239 inch, minimum.
- C. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 by 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- D. Quadrants:
 - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
 - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
 - 3. Where rod lengths exceed 30 inches provide regulator at both ends.
- E. Rectangular to Round Take-offs.
 - 1. Provide tapered high-efficiency take-off with control volume dampers and insulation stand-off locking quadrant. Install on all supply, return, and exhaust ductwork. Not shown on plans for clarity.
 - a. Manufacturers:
 - 1) Carlisle HVAC Products; Dynair Double Shear Rattle Free Quadrants 1/2 inch: www.carlislehvac.com/#sle.
 - 2) Elgen Super Standoff HET
 - 3) Flexmaster

2.05 LOW LEAKAGE (CLASS 1A) CONTROL DAMPERS

- A. Manufacturers:
 - 1. Ruskin Company; CD50
 - 2. Pottorff
- B. Maximum Leakage Allowed: 3 cfm/sf at 1 inch wg.
- C. Frame:
 - 1. Material: 12 gage galvanized steel.
 - 2. Free-area: Single cross section.
- D. Blade:
 - 1. Type: Multi-blade such as V or 3V for low to medium pressure.
 - 2. Operation: Opposed type.
 - 3. Material: 12 gauge galvanized steel.
- E. Insulation: Water-resistant sound absorbing material.
- F. Temperature Service Range: Minus 25 to 185 degrees F (minus 32 to 85 degrees C).

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 23 31 00.99 for duct construction and pressure class.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide fire dampers, combination fire and smoke dampers, and smoke dampers at locations indicated, where ducts and outlets pass through fire rated components, and where required by Authorities Having Jurisdiction. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
- D. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92.
- E. Demonstrate re-setting of fire dampers to Owner's representative.
- F. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- G. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment.
- H. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- I. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

**SECTION 23 34 23
HVAC POWER VENTILATORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inline centrifugal fans and blowers.

1.02 REFERENCE STANDARDS

- A. AMCA (DIR) - (Directory of) Products Licensed Under AMCA International Certified Ratings Program 2015.
- B. AMCA 99 - Standards Handbook 2016.
- C. AMCA 204 - Balance Quality and Vibration Levels for Fans 2020.
- D. AMCA 210 - Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating 2016.
- E. AMCA 300 - Reverberant Room Method for Sound Testing of Fans 2014.
- F. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data 2014.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on fans and accessories, including fan curves with specified operating point plotted, power, rpm, sound power levels at rated capacity, and electrical characteristics and connection requirements.

PART 2 PRODUCTS

2.01 POWER VENTILATORS - GENERAL

- A. Manufacturers:
 - 1. Carnes, a division of Carnes Company Inc
 - 2. Greenheck Fan Corporation
 - 3. PennBarry, Division of Air System Components
 - 4. Loren Cook
- B. Static and Dynamically Balanced: Comply with AMCA 204.
- C. Performance Ratings: Comply with AMCA 210, bearing certified rating seal.
- D. Sound Ratings: Comply with AMCA 301, tested to AMCA 300, bearing certified sound ratings seal.
- E. Fabrication: Comply with AMCA 99.
- F. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.02 INLINE CENTRIFUGAL FANS AND BLOWERS

- A. Centrifugal Fan Unit: V-belt or direct driven, with galvanized steel housing lined with acoustic insulation, resiliently-mounted motor, gravity backdraft damper in discharge.
- B. Disconnect Switch: Cord and plug-in housing for thermal overload protected motor and wall mounted switch.
- C. Sheaves: Cast iron or steel, dynamically balanced, bored to fit shafts and keyed; variable and adjustable pitch motor sheaves selected so required rpm gets reached with sheaves set at mid-position; fan shaft with self-aligning prelubricated ball bearings.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Secure roof exhausters with cadmium plated steel lag screws to roof curb.
- C. Extend ducts to roof exhausters into roof curb. Counterflash duct to roof opening.
- D. Provide sheaves required for final air balance.
- E. Install backdraft dampers on inlet to roof and wall exhausters.
- F. Provide backdraft dampers on outlet from cabinet and ceiling exhauster fans and as indicated.

END OF SECTION

**SECTION 23 37 00
AIR OUTLETS AND INLETS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Diffusers:
- B. Rectangular ceiling diffusers.
- C. Registers/grilles:
 - 1. Ceiling-mounted, exhaust and return register/grilles.
 - 2. Wall-mounted, supply register/grilles.
 - 3. Wall-mounted, exhaust and return register/grilles.
- D. Duct-mounted supply and return registers/louvers.

1.02 REFERENCE STANDARDS

- A. AMCA 511 - Certified Ratings Program Product Rating Manual for Air Control Devices 2021.
- B. AMCA 550 - Test Method for High Velocity Wind Driven Rain Resistant Louvers 2022.
- C. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- D. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2021.
- E. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible 2021.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Krueger-HVAC
- B. Price Industries
- C. Titus, a brand of Air Distribution Technologies
- D. Nailor

2.02 RECTANGULAR CEILING DIFFUSERS

- A. Connections: As indicated on drawings.
- B. Fabrication: Steel with baked enamel finish.
- C. Color: As indicated.
- D. Color: As selected by Architect from manufacturer's standard range.

2.03 DUCT-MOUNTED SUPPLY AND RETURN REGISTERS/LOUVERS

- A. Type: Duct-mounted, rectangular register for round-spiral duct with adjustable pivot-ended blades, end caps, built-in volume damper, and dual cover flanges to lay flush on duct surface regardless of diameter. Performance to match manufacturer's catalog data.
- B. Material: 22 gage, 0.0299 inch.
- C. Color: As indicated on drawings.

2.04 CEILING EXHAUST AND RETURN REGISTERS/GRILLES

- A. Fabrication: Steel with 20 gage, 0.0359 inch minimum frames and 22 gage, 0.0299 inch minimum blades, steel and aluminum with 20 gage, 0.0359 inch minimum frame, or aluminum extrusions, with factory baked enamel finish.
- B. Color: As indicated.

2.05 WALL SUPPLY REGISTERS/GRILLES

- A. Type: Streamlined and individually adjustable blades, 3/4 inch minimum depth, 3/4 inch maximum spacing with spring or other device to set blades, vertical face, single deflection.
- B. Fabrication: Steel with 20 gage, 0.0359 inch minimum frames and 22 gage, 0.0299 inch minimum blades, steel and aluminum with 20 gage, 0.0359 inch minimum frame, or aluminum extrusions, with factory baked enamel finish.
- C. Color: To be selected by Architect from manufacturer's standard range.
- D. Damper: Integral, gang-operated opposed blade type with removable key operator, operable from face.

2.06 WALL EXHAUST AND RETURN REGISTERS/GRILLES

- A. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with spring or other device to set blades, vertical face.
- B. Frame: 1-1/4 inch margin with countersunk screw mounting.
- C. Fabrication: Steel frames and blades, with factory baked enamel finish.
- D. Color: To be selected by Architect from manufacturer's standard range.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
- E. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 09 91 23.

END OF SECTION

SECTION 23 74 33
DEDICATED OUTDOOR AIR UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Packaged Dedicated Outdoor Air Unit

1.02 REFERENCE STANDARDS

- A. AFBMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
- B. AMCA 99-Standards Handbook
- C. AMCA 210-Laboratory Methods of Testing Fans for Rating Purposes
- D. AMCA 500-Test Methods for Louver, Dampers, and Shutters.
- E. AHRI 340/360 - Unitary Large Equipment
- F. NEMA MG1-Motors and Generators
- G. National Electrical Code.
- H. NFPA 70-National Fire Protection Agency.
- I. SMACNA-HVAC Duct Construction Standards-Metal and Flexible.
- J. UL 900-Test Performance of Air Filter Units.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data with dimensions, duct and service connections, accessories, controls, electrical nameplate data, and wiring diagrams.
- C. Operation And Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
- D. Warranty: Submit manufacturers warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the type of work specified in this section with minimum 5 years of documented experience and approved by manufacturer.
- B. Unit and refrigeration system shall comply with ASHRAE 15, Safety Standard for Mechanical Refrigeration.
- C. Unit shall be certified in accordance with ANSI Z21.47b/CSA 2.3b and ANSI Z83.8/CSA 2.6, Safety Standard Gas-Fired Furnaces.
- D. Unit Seasonal Energy Efficiency Ratio (SEER) shall be equal to or greater that prescribed by ASHRAE 90.1, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings.
- E. Unit shall be safety certified by ETL and ETL US listed. Unit nameplate shall include the ETL/ETL Canada label.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturers warranty for part and labor heat pump compressor/condenser unit.
- C. Provide twenty-five year manufacturers warranty for parts for heat exchanger.
- D. Manufacturer shall provide a limited "parts only" warranty for a period of 24 months from the date of original equipment shipment from the factory. Warranty shall cover material and

workmanship that prove defective, within the specified warranty period, provided manufacturer's written instructions for Installation, Operation, and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts and filters.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Aeon
- B. Daikin
- C. Trane
- D. York
- E. Captiveaire
- F. Valent

2.02 CABINET, CASING, AND FRAME

- A. All cabinet walls, access doors, and roof shall be fabricated of double wall, impact resistant, rigid polyurethane foam panels.
- B. Unit insulation shall have a minimum thermal resistance R-value of 13. Foam insulation shall have a minimum density of 2 pounds/cubic foot and shall be tested in accordance with ASTM D-1929 for a minimum flash ignition temperature of 610°F.
- C. Unit construction shall be double wall with G90 galvanized steel on both sides and a thermal break. Double wall construction with a thermal break prevents moisture accumulation on the insulation, provides a cleanable interior, prevents heat transfer through the panel, and prevents exterior condensation on the panel.
- D. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Cabinet leakage shall not exceed 1% of total airflow when tested at 3 times the minimum external static pressure provided in AHRI Standard 210/240. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, at a maximum 8 inches of positive or negative static pressure, to reduce air leakage. Deflection shall be measured at the midpoint of the panel height and width. Continuous 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.
- E. Roof of the air tunnel shall be sloped to provide complete drainage. Cabinet shall have rain break overhangs above access doors.
- F. Access to filters, dampers, cooling coil, reheat coil, heater, compressor, and electrical and controls components shall be through hinged access doors with quarter turn, lockable handles. Full length stainless steel piano hinges shall be included on the doors.
- G. 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.
- H. Units shall include double sloped 304 stainless steel drain pans.
- I. Unit shall be provided with left side horizontal discharge and return air openings. All openings through the unit shall have upturned flanges of at least 1/2 inch around the opening.
- J. Unit shall include lifting lugs on the top of the unit.

2.03 FILTERS

- A. The contractor shall furnish and install, at building occupancy, the final set of filters per the contract documents.

- B. Unit shall include 2 inch thick, fiberglass throwaway filters with an ASHRAE MERV rating of 8, upstream of the cooling coil.
- C. Unit shall include 1 inch aluminum mesh pre filters upstream of the outside air opening.
- D. Provide 2 inch thick, fiberglass throwaway filter with an ASHRAE MERV rating of 8 prior to the energy recovery unit wheel on the exhaust side.

2.04 REFRIGERATION SYSTEM

- A. Unit shall be factory charged with R-454b or R-32 refrigerant.
- B. Circuit Safety Controls: The standard refrigerant circuit safety controls as required by code shall be included.
- C. Compressors shall be scroll type with thermal overload protection and carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory.
- D. Compressors shall be mounted in an isolated service compartment which can be accessed without affecting unit operation. Lockable hinged compressor access doors shall be fabricated of double wall, rigid polyurethane foam injected panels to prevent the transmission of noise outside the cabinet.
- E. Compressors shall be isolated from the base pan with the compressor manufacturer's recommended rubber vibration isolators, to reduce any transmission of noise from the compressors into the building area.
- F. Each refrigeration circuit shall be equipped with thermostatic expansion valve type refrigerant flow control.
- G. 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 a factory installed replaceable core liquid line filter driers
- H. Unit shall include a variable capacity scroll compressor on the refrigeration circuit which shall be capable of modulation from 10-100% of its capacity
- I. Refrigeration circuit shall be provided with hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor and a control signal terminal which allow the unit to have a dehumidification mode of operation, which includes supply air temperature control to prevent supply air temperature swings and overcooling of the space

2.05 HEATING SECTION

- A. Stainless steel heat exchanger furnace shall carry a 25 year non-prorated warranty, from the date of original equipment shipment from the factory.
- B. Gas furnace shall consist of stainless steel heat exchangers with multiple concavities, an induced draft blower and an electronic pressure switch to lockout the gas valve until the combustion chamber is purged and combustion airflow is established
- C. Furnace shall include a gas ignition system consisting of an electronic igniter to a pilot system, which will be continuous when the heater is operating, but will shut off the pilot when heating is not required
- D. Unit shall include a single gas connection and have gas supply piping entrances in the unit base for through-the-curb gas piping and in the outside cabinet wall for across the roof gas piping
- E. Modulating Natural Gas Furnace shall be equipped with modulating gas valves, adjustable speed combustion blowers, stainless steel tubular heat exchangers, and electronic controller. Combustion blowers and gas valves shall be capable of modulation. Electronic controller includes a factory wired, field installed supply air temperature sensor. Sensor shall be field installed in the supply air ductwork. Supply air temperature setpoint shall be adjustable on the electronic controller within the controls Gas heater shall be capable of capacity turndown ratio as shown on the unit rating sheet

2.06 SUPPLY FAN

- A. Unit shall include direct drive, unhooded, backward curved, plenum supply fans.
- B. Blowers and motors shall be dynamically balance and mounted on rubber isolators.
- C. Motors shall be premium efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
- D. Variable frequency drives shall be factory wired and mounted in the unit. Fan motors shall be premium efficiency.
 - 1. EXHAUST FAN
- E. Exhaust dampers shall be sized for 100% relief.
- F. Fans and motors shall be dynamically balanced.
- G. Motors shall be premium efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
- H. Access to exhaust fans shall be through double wall, hinged access doors with quarter turn lockable handles.
- I. Unit shall include belt driven, unhooded, backward curved, plenum exhaust fans.
- J. Variable frequency drives shall be factory wired and mounted in the unit. Fan motors shall be premium efficiency.

2.07 CONDENSING SECTION

- A. Condenser fans shall be a vertical discharge, axial flow, direct drive fans.
- B. Coils shall be designed for use with R-454b or R-32 refrigerant.
- C. If scheduled Heat pump outdoor coil shall be constructed of copper tubes with aluminum fins mechanically bonded to the tubes and aluminum end casings. Fin design shall be sine wave rippled.
- D. Coils shall be designed for a minimum of 10°F of refrigerant sub-cooling.
- E. Coils shall be hydrogen or helium leak tested.
- F. Condenser fans shall be high efficiency electrically commutated motor driven with factory installed head pressure control module. Condenser airflow shall continuously modulate based on head pressure and cooling operation shall be allowed down to 35°F with adjustable compressor lockout.

2.08 CONTROLS

- A. Coordinate controls with BAS contractor. Unit shall operate to deliver neutral air or conditioned air according to the sequence of operations.

2.09 ELECTRICAL

- A. Unit shall have a 5kAIC SCCR.
- B. Unit shall be provided with factory installed and factory wired, non-fused disconnect switch.
- C. Unit shall be provided with a factory installed and factory wired 115V, 20 amp GFI outlet in the unit control panel.

2.10 ACCESSORIES

- A. Condenser coil hail guards.
- B. Pre-filter at outside air intake constructed of washable metal mesh.
- C. Refer to Schedule for additional accessories and/or options.

2.11 ENERGY RECOVERY WHEEL

- A. Unit shall contain a factory mounted and tested energy recovery wheel. The energy recovery wheel shall be mounted in a rigid frame containing the wheel drive motor, drive belt, wheel seals and bearings. Frame shall slide out for service and removal from the cabinet. Compressors shall be scroll type with thermal overload protection and carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory.
- B. The energy recovery component shall incorporate a rotary wheel in an insulated cassette frame complete with seals, drive motor and drive belt.
- C. The energy recovery cassette shall be an Underwriters Laboratories Recognized Component for electrical and fire safety. The wheel drive motor shall be an Underwriters Laboratory Recognized Component and shall be mounted in the cassette frame and supplied with a service connector or junction box. Thermal performance shall be certified by the manufacturer in accordance with ASHRAE Standard 84, Method of Testing Air-to-Air Heat Exchangers and AHRI Standard 1060, Rating Air-to-Air Energy Recovery Ventilation Equipment. Cassettes shall be listed in the AHRI Certified Products.
- D. Energy recovery wheel cassette shall carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory. The first 12 months from the date of equipment startup, or 18 months from the date of original equipment shipment from the factory, whichever is less, shall be covered under the standard AAON limited parts warranty. The remaining period of the warranty shall be covered by Air exchange. The 5 year warranty applies to all parts and components of the cassette, with the exception of the motor, which shall carry an 18 month warranty. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided the Air exchange written instructions for Installation, Operation, and Maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts. Refer to the Air change Energy Recovery Cassette Limited Warranty Certificate.
- E. Unit shall include 2 inch thick, pleated panel outside air and exhaust air filters with an ASHRAE MERV rating of 8, upstream of the wheels.
- F. Hinged service access doors shall allow access to the wheel.
- G. Unit shall include energy recovery wheel defrost control which includes an adjustable temperature sensor and timer wired to periodically stop the wheel rotation, which allows the warm exhaust air to defrost the wheel.
- H. Unit shall include energy recovery wheel rotation detection sensors and a set of normally open and normally closed contacts for field indication of wheel rotation.
- I. Aluminum Energy Recovery Wheels:
 - 1. Unit shall contain a factory mounted and tested monolithic aluminum energy recovery wheel with an inverter duty motor and a durable segmented link drive belt composite. Wheel frame shall be constructed with prime G90 hot-dip galvanized steel tested for corrosion resistance of 400 hours of salt spray.
 - 2. Aluminum Energy recovery wheel shall be covered under the standard AAON limited parts warranty; the first 12 months from the date of equipment startup, or 18 months from the date of original equipment shipment from the factory, whichever is less. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided the written instructions for installation, operation and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts.
 - 3. Total energy recovery wheels shall be made of corrugated aluminum with a 3A molecular sieve desiccant coating. Coated segments shall be cleanable with hot water or compressed air without degrading the latent recovery.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install to NFPA 90A.

3.02 STARTUP

- A. Prepare and start equipment. Adjust for proper operation.
- B. Engage a factory-authorized service representative to perform startup service.
- C. Complete installation and startup checks according to manufacturer's written instruction. Submit start up sheets to engineer for review.
- D. After startup and performance testing and prior to substantial completion, replace existing filters with new filters.
- E. Manufacturer shall provide startup repair for a period of 12 months from the date of original equipment shipment from the factory. Program shall cover labor for materials and workmanship that prove defective, within the specified warranty period, provided manufacturer's written instructions for installation, operation and maintenance have been followed. Program excludes labor associated with routine maintenance, such as belt and air filter replacement.

END OF SECTION

SECTION 23 81 26.13
SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Forced air furnaces.
- B. Air cooled condensing units.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections and installation and wiring of thermostats and other controls components.

1.03 REFERENCE STANDARDS

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment 2008, Including All Addenda.
- B. AHRI 520 - Performance Rating of Positive Displacement Condensing Units 2004.
- C. ASHRAE Std 15 - Safety Standard for Refrigeration Systems and Designation and Classification of Refrigerants 2019, with Errata (2020).
- D. ASHRAE Std 23.1 - Methods for Performance Testing Positive Displacement Refrigerant Compressors and Condensing Units that Operate at Subcritical Pressures of the Refrigerant 2019.
- E. NEMA MG 1 - Motors and Generators 2018.
- F. NFPA 54 - National Fuel Gas Code 2018.
- G. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems 2018.
- H. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems 2018.
- I. NFPA 211 - Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances 2019.
- J. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
- C. Warranty: Submit manufacturers warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide ten year manufacturers warranty for heat exchangers.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Rheem
- B. Ruud
- C. Carrier
- D. York
- E. Trane

2.02 SYSTEM DESIGN

- A. Split-System Heating and Cooling Units: Self-contained, packaged, matched factory-engineered and assembled, pre-wired indoor and outdoor units; UL listed.
 - 1. Heating: Natural gas fired.
 - 2. Cooling: Outdoor electric condensing unit with evaporator coil in central ducted indoor unit.
 - 3. Provide refrigerant lines internal to units and between indoor and outdoor units, factory cleaned, dried, pressurized and sealed, with insulated suction line.
- B. Performance Requirements: See Drawings for additional requirements.
- C. Electrical Characteristics:
 - 1. Disconnect Switch: Factory mount disconnect switch on equipment under provisions of Section 26 05 83.

2.03 INDOOR UNITS FOR DUCTED SYSTEMS

- A. Indoor Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, heating and cooling element(s), controls, and accessories; wired for single power connection with control transformer.
 - 1. Air Flow Configuration: Upflow.
 - 2. Cabinet: Steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.
- B. Supply Fan: Centrifugal type rubber mounted with direct or belt drive with adjustable variable pitch motor pulley.
 - 1. Motor: NEMA MG 1; 1750 rpm single speed, permanently lubricated, hinge mounted.
- C. Air Filters: 1 inch (25 mm) thick urethane, washable type arranged for easy replacement.
- D. Evaporator Coils: Copper tube aluminum fin assembly, galvanized or polymer drain pan sloped in all directions to drain, drain connection, refrigerant piping connections, restricted distributor or thermostatic expansion valve.
 - 1. Construction and Ratings: In accordance with AHRI 210/240 and UL 207.
 - 2. Manufacturers: System manufacturer.

2.04 OUTDOOR UNITS

- A. Outdoor Units: Self-contained, packaged, pre-wired unit consisting of cabinet, with compressor and condenser.
 - 1. Construction and Ratings: In accordance with AHRI 210/240 with testing in accordance with ASHRAE Std 23.1 and UL 207.
- B. Air Cooled Condenser: Aluminum fin and copper tube coil, AHRI 520 with direct drive axial propeller fan resiliently mounted, galvanized fan guard.
- C. Accessories: Filter drier, high pressure switch (manual reset), low pressure switch (automatic reset), service valves and gauge ports, thermometer well (in liquid line).
 - 1. Provide thermostatic expansion valves.
- D. Operating Controls:
 - 1. Coordinate controls with BAS contractor.
- E. Unit shall be factory charged with R-454b or R-32 refrigerant.

2.05 GAS FURNACE COMPONENTS

- A. Heat Exchanger: Aluminized steel ceramic coated clamshell type welded construction.
- B. Burner: Atmospheric type with adjustable combustion air supply,
 - 1. Gas valve, two stage provides 100 percent safety gas shut-off; 24 volt combining pressure regulation, safety pilot, manual set (On-Off), pilot filtration, automatic electric valve.
 - 2. Combustion air damper with synchronous spring return damper motor.

3. Non-corrosive combustion air blower with permanently lubricated motor.
- C. Burner Safety Controls:
 1. Thermocouple Sensor: Prevents opening of gas valve until pilot flame is proven and stops gas flow on ignition failure.
 2. Flame Rollout Switch: Installed on burner box and prevents operation.
 3. Vent Safety Shutoff Sensor: Temperature sensor installed on draft hood and prevents operation, manual reset.
 4. Limit Control: Fixed stop at maximum permissible setting, de-energizes burner on excessive bonnet temperature, automatic resets.
- D. Operating Controls:
 1. Cycle burner by room thermostat to maintain room temperature setting.
 2. Supply fan energized from bonnet temperature independent of burner controls, with adjustable timed off delay and fixed timed on delay, with manual switch for continuous fan operation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.
- B. Verify that proper power supply is available and in correct location.
- C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and requirements of local authorities having jurisdiction.
- B. Install in accordance with NFPA 90A and NFPA 90B.
- C. Install gas fired furnaces in accordance with NFPA 54.
- D. Provide vent connections in accordance with NFPA 211.
- E. Install refrigeration systems in accordance with ASHRAE Std 15.

END OF SECTION

**SECTION 23 82 39
UNIT HEATERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electric Unit Heater.

1.02 RELATED REQUIREMENTS

- A. Section 233100 - HVAC Ducts and Casings.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.
- C. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems; 2024.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 ELECTRIC UNIT HEATER

- A. Manufacturers:
 - 1. Marley Engineered Products
 - 2. Indeeco
 - 3. TPI
- B. Back Box:
 - 1. The back box shall be designed as a recesses rough-in box in either masonry or frame installations and is also used when sureface mounting frames are used in surface mounting installations. The back box shall be heavy gauge galvanized steel and shall contain knockouts through which power leads enter.
- C. Inner Frame Assembly:
 - 1. The heater assembly, which fits into the back box, shall consist of a heavy guage steel panel to which all of the operational parts of the heater are mounted. The inner frame assembly shall be completely pre-wired.
- D. Heating Element:
 - 1. The heating element shall be of the non-glowing design consisting of an 80/20 nickel-chromium resistance wire enclosed in a steel sheath to which plate fins are copper brazed. The element shall cover the entire air discharge area to ensure uniform heating of all discharged air. It shall be warrantied for 5 years.
- E. Motor and Controls:
 - 1. The fan motor shall be totally enclosed, impedance protected, permanently lubricated and with a totally enclosed rotor. Fan control shall be of the bi-metallic, snap-action type and shall activate fan after heating element reaches operating temperature, and continue to operate the fan after the thermostat is satified and all heated air has been discharged.
- F. Surface Mounting Frame:
 - 1. The surface mounting frame shall be of heavy gauge steel designed to mount around the back box for a finished surface installation. Slot knock outs shall be provided for power supply conduit.
- G. Front Cover:

1. The louvered front cover shall be of heavy gauge steel with a powder paint finish. A plug bottom will be provided to replace the thermostat knob and render the unit tamper-resistant.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions and requirements of authorities having jurisdiction.
- B. Install in accordance with NFPA 90A.
- C. Install gas fired furnaces in accordance with NFPA 54.
- D. Provide vent connections in accordance with NFPA 211.

END OF SECTION

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Service entrance cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Wire pulling lubricant.
- F. Cable ties.

1.02 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- C. Section 26 05 36 - Cable Trays for Electrical Systems: Additional installation requirements for cables installed in cable tray systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape 2017.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- G. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2021.
- H. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 44 - Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.
- J. UL 83 - Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.
- K. UL 486A-486B - Wire Connectors Current Edition, Including All Revisions.
- L. UL 486C - Splicing Wire Connectors Current Edition, Including All Revisions.
- M. UL 486D - Sealed Wire Connector Systems Current Edition, Including All Revisions.
- N. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape Current Edition, Including All Revisions.
- O. UL 854 - Service-Entrance Cables Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

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

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- J. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - b. Equipment Ground, All Systems: Green.
 - c. Isolated Ground, All Systems: Green with yellow stripe.
 - d. Travelers for 3-Way and 4-Way Switching: Pink.

- e. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
- f. Dimming control: Gray and Yellow

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
 - 1. Copper Building Wire:
 - a. Cerro Wire LLC
 - b. Encore Wire Corporation
 - c. General Cable Technologies Corporation
 - d. Southwire Company
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN, except as indicated below.
 - a. Size 4 AWG and Larger: Type XHHW-2.
 - b. Installed Underground: Type XHHW-2.
 - c. Fixture Wiring Within Luminaires: Type TFFN/TFN for luminaires with labeled maximum temperature of 90 degrees C; Approved suitable type for luminaires with labeled maximum temperature greater than 90 degrees C.

2.04 SERVICE ENTRANCE CABLE

- A. Manufacturers:
 - 1. Copper Service Entrance Cable:
 - a. Cerro Wire LLC
 - b. Encore Wire Corporation
 - c. Southwire Company
- B. Service Entrance Cable for Above-Ground Use: NFPA 70, Type SE multiple-conductor cable listed and labeled as complying with UL 854, Style R.
- C. Service Entrance Cable for Underground Use: NFPA 70, Type USE single-conductor cable listed and labeled as complying with UL 854, Type USE-2, and with UL 44 Type RHH/RHW-2.
- D. Conductor Stranding: Stranded.
- E. Insulation Voltage Rating: 600 V.

2.05 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- D. Wiring Connectors for Terminations:

1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
- E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- F. Mechanical Connectors: Provide bolted type or set-screw type.
- G. Compression Connectors: Provide circumferential type or hex type crimp configuration.

2.06 ACCESSORIES

- A. Electrical Tape:
1. Manufacturers:
 - a. 3M
 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Circuiting Requirements:
1. Unless dimensioned, circuit routing indicated is diagrammatic.
 2. When circuit destination is indicated without specific routing, determine exact routing required.
 3. Arrange circuiting to minimize splices.
 4. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
 5. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 2. Pull all conductors and cables together into raceway at same time.
 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.

4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- G. Install conductors with a minimum of 12 inches of slack at each outlet.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- J. Make wiring connections using specified wiring connectors.
 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- N. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

END OF SECTION

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 05 36 - Cable Trays for Electrical Systems: Additional grounding and bonding requirements for cable tray systems.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings 2017.
- D. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.
- E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 467 - Grounding and Bonding Equipment Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding System Resistance:
 - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Bonding and Equipment Grounding:

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

2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
 1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
 4. Manufacturers - Mechanical and Compression Connectors:
 - a. Advanced Lightning Technology (ALT)
 - b. Burndy LLC
 - c. Harger Lightning & Grounding
 - d. Thomas & Betts Corporation
 5. Manufacturers - Exothermic Welded Connections:
 - a. Burndy LLC
 - b. Cadweld, a brand of Erico International Corporation
 - c. thermOweld, subsidiary of Continental Industries; division of Burndy LLC
- D. Ground Bars:
 1. Description: Copper rectangular ground bars with mounting brackets and insulators.
 2. Size: As indicated.
 3. Holes for Connections: As indicated or as required for connections to be made.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).

- C. Make grounding and bonding connections using specified connectors.
 - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 05 53.

3.02 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.13.
- C. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- D. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.
- D. MFMA-4 - Metal Framing Standards Publication 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 5B - Strut-Type Channel Raceways and Fittings Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 10%. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 - 5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
 - 6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

- b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
 - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 - 2. Conduit Clamps: Bolted type unless otherwise indicated.
 - 3. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation
 - b. Erico International Corporation
 - c. Thomas & Betts Corporation
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
 - 1. Comply with MFMA-4.
 - 2. Channel (Strut) Used as Raceway (only where specifically indicated): Listed and labeled as complying with UL 5B.
 - 3. Channel Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 - 4. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
 - 5. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
 - 6. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation
 - b. Thomas & Betts Corporation
 - c. Unistrut, a brand of Atkore International Inc
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
 - 1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
 - c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
 - d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
 - e. Outlet Boxes: 1/4 inch diameter.
 - f. Luminaires: 1/4 inch diameter.
- F. Non-Penetrating Rooftop Supports for Low-Slope Roofs: Steel pedestals with thermoplastic or rubber bases that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified.
 - 1. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 - 2. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.
 - 3. Mounting Height: Provide minimum clearance of 6 inches under supported component to top of roofing.
 - 4. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation
 - b. Erico International Corporation
- G. Anchors and Fasteners:
 - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.

3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
4. Hollow Masonry: Use toggle bolts.
5. Hollow Stud Walls: Use toggle bolts.
6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
7. Sheet Metal: Use sheet metal screws.
8. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.
 - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.
9. Manufacturers - Mechanical Anchors:
 - a. Hilti, Inc
 - b. Powers Fasteners, Inc: www.powers.com/#sle.
 - c. Simpson Strong-Tie Company Inc

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

END OF SECTION

SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. PVC-coated galvanized steel rigid metal conduit (RMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Electrical metallic tubing (EMT).
- F. Rigid polyvinyl chloride (PVC) conduit.
- G. Conduit fittings.
- H. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Metal clad cable (Type MC), armored cable (Type AC), and manufactured wiring systems, including uses permitted.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- D. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- E. Section 26 05 33.16 - Boxes for Electrical Systems.
- F. Section 26 05 33.23 - Surface Raceways for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC) 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2020.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit 2018.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2020.
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Metal Conduit and Intermediate Metal Conduit 2018.
- I. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit 2020.
- J. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2021.
- K. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. UL 6 - Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.
- M. UL 360 - Liquid-Tight Flexible Metal Conduit Current Edition, Including All Revisions.
- N. UL 514B - Conduit, Tubing, and Cable Fittings Current Edition, Including All Revisions.
- O. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings Current Edition, Including All Revisions.

- P. UL 797 - Electrical Metallic Tubing-Steel Current Edition, Including All Revisions.
- Q. UL 1242 - Electrical Intermediate Metal Conduit-Steel Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. Shop Drawings:
 - 1. Indicate proposed arrangement for conduits to be installed within structural concrete slabs, where permitted.
 - 2. Include proposed locations of roof penetrations and proposed methods for sealing.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
 - 1. Under Slab on Grade: Use rigid PVC conduit.
 - 2. Where rigid polyvinyl (PVC) conduit is provided, transition to intermediate metal conduit (IMC) where emerging from underground on the exterior and electrical metallic tubing (EMT) on the interior.
- D. Embedded Within Concrete:
 - 1. Within Slab Above Ground (within structural slabs only where approved by Structural Engineer): Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), PVC-coated galvanized steel rigid metal conduit, rigid PVC conduit, or reinforced thermosetting resin conduit (RTRC).
 - 2. Within Concrete Walls Above Ground: Use electrical metallic tubing (EMT) or rigid PVC conduit.
- E. Concealed Within CMU Walls: Use electrical metallic tubing (EMT).
- F. Concealed Within Gypsum walls: MC cable will be allowed inside the walls only. Transition from EMT to MC cable above ceiling within 12" of the associated wall.
- G. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT). A maximum of 5'-0" whip will be allowed for connection to light fixtures.
- H. Interior, Damp or Wet Locations: Use electrical metallic tubing (EMT).
- I. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
- J. Exposed, Interior, Subject to Physical Damage: Use intermediate metal conduit (IMC).
 - 1. Locations subject to physical damage include, but are not limited to:
 - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
- K. Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.
- L. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use intermediate metal conduit (IMC) or electrical metallic tubing (EMT).
- M. Connections to Vibrating Equipment:
 - 1. Dry Locations: Use flexible metal conduit.

2. Damp, Wet, or Corrosive Locations: Use liquid tight flexible metal conduit.
 - a. Provide for connections to hydronic pumps and cooling towers.
3. Maximum Length: 5 feet unless otherwise indicated.

2.02 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Minimum Conduit Size, Unless Otherwise Indicated:
 1. Branch Circuits: 1/2 inch (16 mm) trade size.
 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
 3. Control Circuits: 1/2 inch (16 mm) trade size.
 4. Flexible Connections to Luminaires: 3/8 inch (12 mm) trade size.
 5. Underground, Interior: 3/4 inch (21 mm) trade size.
 6. Underground, Exterior: 1 inch (27 mm) trade size.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 INTERMEDIATE METAL CONDUIT (IMC)

- A. Manufacturers:
 1. Allied Tube & Conduit
 2. Republic Conduit
 3. Wheatland Tube, a Division of Zekelman Industries
- B. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- C. Fittings:
 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.05 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.
- C. PVC-Coated Fittings:
 1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
 2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.
 4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.

- D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.

2.06 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.

2.07 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
1. Allied Tube & Conduit
 2. Republic Conduit
 3. Wheatland Tube, a Division of Zekelman Industries
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use compression (gland) type.
 - a. Do not use indenter type connectors and couplings.
 4. Damp or Wet Locations (where permitted): Use fittings listed for use in wet locations.
 5. Embedded Within Concrete (where permitted): Use fittings listed as concrete-tight. Fittings that require taping to be concrete-tight are acceptable.

2.08 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Manufacturers:
1. Cantex Inc
 2. Carlon, a brand of Thomas & Betts Corporation
 3. JM Eagle
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- C. Fittings:
1. Manufacturer: Same as manufacturer of conduit to be connected.
 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.09 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.
- B. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- C. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.
1. Products:

- a. Menzies Metal Products; Electrical Roof Stack and Cap: www.menzies-metal.com/#sle.
- b. Menzies Metal Products; Electrical Retro Box: www.menzies-metal.com/#sle.
- D. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
 - 1. Products:
 - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
- F. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- G. Conduit Routing:
 - 1. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
 - 2. Arrange conduit to provide no more than 150 feet between pull points.
 - 3. Route conduits above water and drain piping where possible.
 - 4. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 - 5. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
- H. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 - 4. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 - 5. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 - 6. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
- I. Connections and Terminations:
 - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 - 3. Use suitable adapters where required to transition from one type of conduit to another.
 - 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 - 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 - 6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.

7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- J. Penetrations:
 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Conceal bends for conduit risers emerging above ground.
 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
 6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
 8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- K. Embedment Within Structural Concrete Slabs (only where approved by Structural Engineer):
 1. Secure conduits to prevent floating or movement during pouring of concrete.
- L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
 3. Where conduits are subject to earth movement by settlement or frost.
- M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
 1. Where conduits pass from outdoors into conditioned interior spaces.
 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- N. Provide grounding and bonding in accordance with Section 26 05 26.

3.02 LOW-VOLTAGE PATHWAYS

- A. Provide 0.75" EMT conduit for all Building Automation System conduit concealed in-wall or in exposed ceiling areas. Coordinate with building automation system contractor.
- B. Provide 0.75" EMT conduit for all concealed or in exposed fire ceiling areas. Coordinate with fire alarm contractor.
- C. Provide EMT conduit (Sizes indicated on details) for all division 27 structured cabling, Intercom, and clock systems concealed in-wall or in exposed ceiling areas. Refer to details on the electrical drawings.
- D. Provide 0.75" EMT conduit for all security devices concealed in wall or in exposed ceiling areas. Coordinate locations with owners selected security vendor..

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.

- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.
- D. Correct deficiencies and replace damaged or defective conduits.

END OF SECTION

SECTION 26 05 33.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

1.02 RELATED REQUIREMENTS

- A. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 33.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
 - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- E. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- F. Section 26 27 26 - Wiring Devices:
 - 1. Wall plates.
 - 2. Floor box service fittings.
 - 3. Poke-through assemblies.
 - 4. Access floor boxes.
- G. Section 27 10 00 - Structured Cabling: Additional requirements for communications systems outlet boxes.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2016.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports 2013 (Reaffirmed 2020).
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. SCTE 77 - Specifications for Underground Enclosure Integrity 2017.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- J. UL 508A - Industrial Control Panels Current Edition, Including All Revisions.
- K. UL 514A - Metallic Outlet Boxes Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, floor boxes, and underground boxes/enclosures.

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 3. Use suitable concrete type boxes where flush-mounted in concrete.
 4. Use suitable masonry type boxes where flush-mounted in masonry walls.
 5. Use raised covers suitable for the type of wall construction and device configuration where required.
 6. Use shallow boxes where required by the type of wall construction.
 7. Do not use "through-wall" boxes designed for access from both sides of wall.
 8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
 12. Wall Plates: Comply with Section 26 27 26.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Locations:
1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
 2. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.

- a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
 - b. Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
- 3. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 33.13.
- E. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- F. Install boxes plumb and level.
- G. Flush-Mounted Boxes:
 - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- H. Install boxes as required to preserve insulation integrity.
- I. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- J. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- K. Close unused box openings.
- L. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- M. Provide grounding and bonding in accordance with Section 26 05 26.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Underground warning tape.
- E. Floor marking tape.
- F. Warning signs and labels.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- B. Section 26 05 36 - Cable Trays for Electrical Systems: Additional identification requirements for cable tray systems.
- C. Section 26 05 73 - Power System Studies: Arc flash hazard warning labels.

1.03 REFERENCE STANDARDS

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs 2011 (Reaffirmed 2017).
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels 2011 (Reaffirmed 2017).
- C. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 969 - Marking and Labeling Systems Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Panelboards:
 - 1) Identify power source and circuit number. Include location when not within sight of equipment.
 - 2) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces.
 - 3) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.
 - b. Enclosed switches, circuit breakers, and motor controllers:
 - 1) Identify voltage and phase.
 - 2) Identify power source and circuit number. Include location when not within sight of equipment.
 - 3) Identify load(s) served. Include location when not within sight of equipment.

2. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".
- B. Identification for Conductors and Cables:
 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
 3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
- C. Identification for Boxes:
 1. Use identification labels to identify highest voltage present.
- D. Identification for Devices:
 1. Use identification label to identify fire alarm system devices.
 2. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 1. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
 2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
 3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
 4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
 5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
 1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
 1. Minimum Size: 1 inch by 2.5 inches.
 2. Legend:
 - a. Equipment designation or other approved description.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height:
 - a. Equipment Designation: 1/2 inch.
 5. Color:
 - a. Normal Power System: White text on black background.
 - b. Emergency Power System: White text on red background.
- D. Format for Caution and Warning Messages:
 1. Minimum Size: 2 inches by 4 inches.
 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
 3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 1/2 inch.
5. Color: Black text on yellow background unless otherwise indicated.
- E. Format for Receptacle Identification:
 1. Minimum Size: 3/8 inch by 1.5 inches.
 2. Legend: Power source and circuit number or other designation indicated.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 3/16 inch.
 5. Color: Black text on clear background.
- F. Format for Fire Alarm Device Identification:
 1. Minimum Size: 3/8 inch by 1.5 inches.
 2. Legend: Designation indicated and device zone or address.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 3/16 inch.
 5. Color: Red text on white background.

2.03 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.
- F. Color: Black text on white background unless otherwise indicated.

2.04 FLOOR MARKING TAPE

- A. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlamine, 3 inches wide, with alternating black and white stripes.

2.05 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
 1. Materials:
 2. Minimum Size: 7 by 10 inches unless otherwise indicated.
- C. Warning Labels:
 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 1. Surface-Mounted Equipment: Enclosure front.
 2. Flush-Mounted Equipment: Inside of equipment door.

3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 4. Elevated Equipment: Legible from the floor or working platform.
 5. Branch Devices: Adjacent to device.
 6. Interior Components: Legible from the point of access.
 7. Boxes: Outside face of cover.
 8. Conductors and Cables: Legible from the point of access.
 9. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.

END OF SECTION

**SECTION 26 24 16
PANELBOARDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Lighting and appliance panelboards.
- B. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 26 43 00 - Surge Protective Devices.

1.03 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service 2013e (Amended 2017).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards 2015.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- E. NEMA PB 1 - Panelboards 2011.
- F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less 2013.
- G. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.
- H. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- K. UL 67 - Panelboards Current Edition, Including All Revisions.
- L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures Current Edition, Including All Revisions.
- M. UL 869A - Reference Standard for Service Equipment Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Square D
- B. Eaton
- C. Siemens

D. ABB

2.02 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet.
 - 2. Ambient Temperature:
 - a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
- C. Short Circuit Current Rating:
 - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- D. Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.
- E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- G. Bussing: Sized in accordance with UL 67 temperature rise requirements.
 - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
 - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1.
 - b. Outdoor Locations: Type 3R.
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - 3. Fronts:
 - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
 - b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
 - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- K. Surge Protective Devices: Where factory-installed, internally mounted surge protective devices are provided in accordance with Section 26 43 00, list and label panelboards as a complete assembly including surge protective device.
- L. Load centers are not acceptable.
- M. Provide the following features and accessories where indicated or where required to complete installation:
 - 1. Feed-through lugs.
 - 2. Sub-feed lugs.

2.03 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
 - 1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
 - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
 - 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
 - 2. Phase and Neutral Bus Material: Aluminum.
 - 3. Ground Bus Material: Aluminum.
- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- E. Enclosures:
 - 1. Provide surface-mounted or flush-mounted enclosures as indicated.
 - 2. Fronts: Provide lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
 - 3. Provide clear plastic circuit directory holder mounted on inside of door.

2.04 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
 - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
 - 2. Interrupting Capacity:
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
 - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
 - 3. Conductor Terminations:
 - a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
 - 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
 - 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
 - 6. Do not use tandem circuit breakers.
 - 7. Do not use handle ties in lieu of multi-pole circuit breakers.

2.05 SOURCE QUALITY CONTROL

- A. Factory test panelboards according to NEMA PB 1.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 26 05 29.

- F. Install panelboards plumb.
- G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- I. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
- J. Provide grounding and bonding in accordance with Section 26 05 26.
- K. Install all field-installed branch devices, components, and accessories.
- L. Provide filler plates to cover unused spaces in panelboards.

3.02 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers. Tests listed as optional are not required.
- D. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.03 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.
- C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

3.04 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Receptacles.
- B. Wall plates.

1.02 RELATED REQUIREMENTS

- A. Section 09 69 00 - Access Flooring.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 09 23 - Lighting Control Devices: Devices for automatic control of lighting, including occupancy sensors, in-wall time switches, and in-wall interval timers.

1.03 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for 2014h, with Amendments (2017).
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification) 2014g, with Amendment (2017).
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- D. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2016.
- E. NEMA WD 1 - General Color Requirements for Wiring Devices 1999 (Reaffirmed 2020).
- F. NEMA WD 6 - Wiring Devices - Dimensional Specifications 2021.
- G. UL 20 - General-Use Snap Switches Current Edition, Including All Revisions.
- H. UL 498 - Attachment Plugs and Receptacles Current Edition, Including All Revisions.
- I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices Current Edition, Including All Revisions.
- J. UL 943 - Ground-Fault Circuit-Interrupters Current Edition, Including All Revisions.
- K. UL 1449 - Standard for Surge Protective Devices Current Edition, Including All Revisions.
- L. UL 1472 - Solid-State Dimming Controls Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

PART 2 PRODUCTS

2.01 WIRING DEVICE APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
- D. Provide tamper resistant receptacles for receptacles installed in all areas of the building.

- E. Provide GFCI protection for receptacles installed within 6 feet of sinks.
- F. Provide GFCI protection for receptacles installed in kitchens.

2.02 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices Installed on project: Black with stainless steel wall plate.
- C. Wiring Devices Connected to Emergency Power: Red with stainless steel wall plate factory engraved "Emergency".

2.03 RECEPTACLES

- A. Manufacturers:
 - 1. Hubbell Incorporated
 - 2. Leviton Manufacturing Company, Inc
 - 3. Lutron Electronics Company, Inc; Designer Style
 - 4. Pass & Seymour, a brand of Legrand North America, Inc
- B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 - 2. NEMA configurations specified are according to NEMA WD 6.
- C. Convenience Receptacles:
 - 1. Weather Resistant Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.
 - 2. Tamper Resistant Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as tamper-resistant type; single or duplex as indicated on the drawings.
- D. GFCI Receptacles:
 - 1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
 - a. Provide test and reset buttons of same color as device.
 - 2. Standard GFCI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
 - 3. Weather Resistant GFCI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.
 - 4. Tamper Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as tamper resistant type.

2.04 WALL PLATES

- A. Manufacturers:
 - 1. Hubbell Incorporated
 - 2. Leviton Manufacturing Company, Inc
 - 3. Lutron Electronics Company, Inc
 - 4. Pass & Seymour, a brand of Legrand North America, Inc
 - 5. Source Limitations: Where wall controls are furnished as part of lighting control system, provide accessory matching receptacles and wallplates by the same manufacturer in locations indicated.

- B. Wall Plates: Comply with UL 514D.
 - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
 - 2. Size: Standard
 - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- D. Weatherproof Covers for Damp Locations: Gasketed, cast aluminum, with self-closing hinged cover and corrosion-resistant screws; listed as suitable for use in wet locations with cover closed.
- E. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
 - 1. Mounting Heights: Unless otherwise indicated, as follows:
 - a. Receptacles: 18 inches above finished floor or 6 inches above counter.
 - 2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
 - 3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.
 - 4. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
 - 5. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. For isolated ground receptacles, connect wiring device grounding terminal only to identified branch circuit isolated equipment grounding conductor. Do not connect grounding terminal to outlet box or normal branch circuit equipment grounding conductor.
- I. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- J. Install wall switches with OFF position down.
- K. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- L. Do not share neutral conductor on branch circuits utilizing wall dimmers.

- M. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- N. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- O. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- P. Install poke-through closure plugs in each unused core holes to maintain fire rating of floor.

3.02 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each wiring device for damage and defects.
- C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- D. Test each receptacle to verify operation and proper polarity.
- E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- F. Inspect each surge protection receptacle to verify surge protection is active.
- G. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.03 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

3.04 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

**SECTION 26 28 16.16
ENCLOSED SWITCHES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Enclosed safety switches.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 26 36 00 - Transfer Switches: Automatic and non-automatic switches listed for use as transfer switch equipment.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- C. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- E. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- F. UL 98 - Enclosed and Dead-Front Switches Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Square D
- B. Eaton
- C. Siemens
- D. General Electric
- E. Source Limitations: Furnish enclosed switches and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.02 ENCLOSED SAFETY SWITCHES

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; general duty; ratings, configurations, and features as indicated on the drawings.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet.

- 2. Ambient Temperature: Between -22 degrees F and 104 degrees F.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
- G. Provide with switch blade contact position that is visible when the cover is open.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- J. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
- K. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- L. General Duty Switches:
 - 1. Conductor Terminations:
 - a. Provide mechanical lugs.
 - b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
 - 2. Provide externally operable handle with means for locking in the OFF position, capable of accepting two padlocks.
- M. Provide the following features and accessories where indicated or where required to complete installation:
 - 1. Hubs: As required for environment type; sized to accept conduits to be installed.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 05 26.

3.02 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.03 CLEANING

- A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 329219 - SEEDING

PART 1 - GENERAL

RELATED DOCUMENTS

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

DESCRIPTION OF WORK

The contractor shall be responsible for reseeding all disturbed soft-scape areas excavated for the installation of new ground mounted HVAC equipment.

Furnish all materials, labor, equipment and services necessary to perform all Work.

Work included in this Section includes clearing of weeds, seed bed preparation, installation of erosion control fabric and seeding operations required for seeding of the areas shown on Drawings.

SPECIFICATIONS AND STANDARDS

U.S. Department of Agriculture: SRA 156 U.S. Department of Agriculture, Rules and Regulations under the Federal Seed Act.

American Joint Committee on Horticultural Nomenclature Standard: 1942 Edition Standardized Plant Names.

PART 1 - PRODUCTS

SEED

All seed shall be furnished in sealed, standard containers, unless otherwise approved. Seed which has become wet, moldy, or otherwise damaged will not be acceptable.

Each container of seed shall be fully labeled in accordance with the Federal Seed Act and seed certifications shall be signed and made part of seed invoices.

Seed shall be Fescue, 97 percent pure live seed

Invoices and tags for seed shall show type furnished. Upon acceptance of the seeded areas, a final check of total quantities of seed used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Architect will require distribution of additional quantities of these materials to make up minimum application specified.

FERTILIZER

Fertilizer shall be uniform in composition, free-flowing, suitable for application with approved equipment and delivered to the site unopened in original containers each bearing the

manufacturer's guaranteed analysis and in conformity with state fertilizer laws. Fertilizer shall contain the following minimum percentage of plant food by weight.

1. 12 percent available nitrogen
2. 12 percent available phosphoric acid
3. 12 percent available potash

Fertilizer application rates shall be 600 pounds per acre.

Invoices for fertilizer shall show grade furnished. Upon acceptance of the seeded areas, a final check of total quantities of fertilizer used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Architect will require distribution of additional quantities of these materials to make up minimum application specified.

EROSION CONTROL FABRIC

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

STAPLES

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

PART 2 - EXECUTION

GROUND PREPARATION

General: the ground areas are to be seeded and fertilized as indicated on the Drawings and/or as specified herein. Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition and shall be approved before the Work is started.

Clearing: Prior to tillage, seeding or other specified operations, all vegetation which might interfere with the indicated treatment of the areas shall be mowed, grubbed, raked and the debris removed from the site. Prior to or during grading and tillage operations, the ground surface shall be cleared of materials which might hinder final operations. Areas which have been disturbed shall be finish graded and/or developed as indicated on the Drawings or as specified.

Tillage: After the areas required to be seeded have been brought to the finish grades as specified, they shall be thoroughly tilled to a depth of at least 6 inches by plowing, disking, harrowing or other approved methods until the condition of the soil is acceptable to the Architect. Work shall be performed only during period when beneficial results are likely to be obtained. When conditions are such by reason of drought, excessive moisture, or other factors that satisfactory results are not likely to be obtained, Work shall be stopped. Work shall be resumed only when desired results are likely to be obtained.

Leveling: Any undulations or irregularities in the surface resulting from tillage, fertilizing or other operations shall be leveled with a float drag before seeding operations are begun.

Fertilizing: Fertilizer shall be distributed uniformly at the rate previously specified per 1,000 square feet over the areas to be seeded and shall be incorporated into the soil to a depth of at least 3 to 4 inches by disking, harrowing or other approved methods. The incorporation of fertilizer may be a part of the tillage operation hereinbefore specified. Distribution by means of an approved seed drill equipped to sow seed and distribute fertilizer at the same time will not be accepted. Fertilizer shall be incorporated into the soil a minimum of 10 days before seed is planted.

Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before fertilizing may commence.

Planting Time: All seeding Work shall be done between the dates of April 1 to May 15 for spring planting and from August 15 to October 15 for fall planting except as otherwise directed in writing by the Construction Administrator.

Planting Condition: No planting shall be done until a permanent source of water is available at the site for use by the Owner.

SEEDING

General: Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rains, traffic, or other cause shall be reworked to restore the ground condition previously specified. Seed shall be planted by drill seeding.

Drill Seeding: Seed shall be uniformly drilled to an average depth of ½ inch and at the rate of 8 pounds per 1,000 square feet using equipment having drills not more than 6 ½ inches apart. Row markers shall be used with the drill seeder.

Rolling: Immediately after seeding, except for slopes 3 horizontal to 1 vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Do not roll areas seeded with seed drills equipped with rollers.

Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before seeding may commence.

INSTALLATION OF EROSION CONTROL FABRIC

Fabric shall be rolled out in place. Fabric shall be applied without stretching and shall lie smoothly but loosely on the soil surface. The Contractor shall refer to the Drawings for details of fabric fastening.

Application of the erosion control fabric shall occur the same day that the seeding of an area has taken place.

Fabric shall completely cover all areas which are shown on the Drawings to be protected from erosion. After fabric installation, the entire area shall be rolled with a smooth roller weighing between 200 to 250 pounds. After rolling, the fabric shall be in intimate contact with the soil surface at all points. Any clods, etc., which hold the fabric off the ground should be removed. The fabric shall be forced down into any depressions and held there with a staple.

MAINTENANCE

General: The project areas shall be kept clean at all times and care shall be taken that use of the premises shall not be unduly hampered by Work herein specified. The intent of this Section is to ensure a healthy, well-established turf, and prevent soil erosion in compliance with the Land Disturbance Permit issued by the Missouri Department of Natural Resources.

Responsibility: The Owner shall be responsible for maintenance of all seeded areas upon completion of seeding and general acceptance by the Construction Administrator.

Damage: Damage to seeded areas during the project shall be repaired by the persons responsible for causing such damage.

GENERAL ACCEPTANCE

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

GUARANTEE

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

END OF SECTION 329219