

# PROJECT MANUAL

## *Replace Rooftop Units 5-7-8-9 and Server Room Air Conditioners*

### *Lottery Headquarters*

### *Jefferson City, Missouri*

Designed By: Project Design Unit, Division of  
Facilities Management, Design and  
Construction  
301 West High Street, Room 780  
Jefferson City, MO 65102

Date Issued: May 16, 2024

Project No.: N2301-01

STATE *of* MISSOURI

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OFFICE *of* ADMINISTRATION  
Facilities Management, Design & Construction

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**SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS**

**PROJECT NUMBER:** N2301-01

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



**Tracie L. Siebeneck - Engineer  
MO# PE-2013019114**

Project Manual Divisions 23 and 26

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## SECTION 000115 – LIST OF DRAWINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

### PART 2 - PRODUCTS (NOT APPLICABLE)

### PART 3 - EXECUTION

#### 3.1 LIST OF DRAWINGS

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

	<u>TITLE</u>	<u>SHEET #</u>	<u>DATE</u>	<u>CAD #</u>
1.	COVER SHEET	G-001	05/16/24	G_N2301-01
2.	GENERAL NOTES, AND DRAWING INDEX	G-002	05/16/24	G_N2301-01
3.	PARTIAL ROOF FRAMING PLAN	S-151	05/16/24	Lottery-S-S151
4.	ROOF PLAN DETAILS	A-101	05/16/24	A-101_N2301-01
5.	MECHANICAL DEMOLITION PLAN – MAIN LEVEL	D-101	05/16/24	ME_N2301-01
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8.	MECHANICAL RENOVATION PLAN – MAIN LEVEL	M-101	05/16/24	ME_N2301-01
9.	MECHANICAL RENOVATION PLAN – ROOF	M-102	05/16/24	ME_N2301-01
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**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 Rooftop Units 5-7-8-9 and Server Room Air Conditioners  
Lottery Headquarters  
Jefferson City, Missouri  
**Project No.: N2301-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, September 26, 2024
- B. **Only electronic bids on MissouriBUYS shall be accepted: <https://missouribuys.mo.gov>. Bidder must be registered to bid.**

### 4.0 DESCRIPTION:

- A. Scope: The project includes the replacement of rooftop units RTU-5A, RTU-7A, RTU-8A, and RTU-9A and computer room air conditioners CRAC-4 and CRAC-5.
- B. MBE/WBE/SDVE Goals: MBE 5%, WBE 5%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. **\*\*NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

### 5.0 PRE-BID MEETING:

- A. Place/Time: 10 AM, September 11, 2024, at Lottery Headquarters; 1823 Southridge Jefferson City, MO 65101
- 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: Project, Tracie Siebeneck, (573) 751-7831, email: [Tracie.Siebeneck@oa.mo.gov](mailto:Tracie.Siebeneck@oa.mo.gov)
- B. Project Manager: Ryan Abbott, (573) 298-1967, email: [Ryan.Abbott@oa.mo.gov](mailto:Ryan.Abbott@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.

## Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

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



## IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

## **SECTION 002113 – INSTRUCTIONS TO BIDDERS**

### **1.0 - SPECIAL NOTICE TO BIDDERS**

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

### **2.0 - BID DOCUMENTS**

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site - <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

### **3.0 - BIDDERS' OBLIGATIONS**

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

### **4.0 - INTERPRETATIONS**

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

## **5.0 - BIDS AND BIDDING PROCEDURE**

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

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

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

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

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

## **6.0 - SIGNING OF BIDS**

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

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

#### **7.0 - RECEIVING BID SUBMITTALS**

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

#### **8.0 - MODIFICATION AND WITHDRAWAL OF BIDS**

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

#### **9.0 - AWARD OF CONTRACT**

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.

- C. The Owner shall award a contract to the lowest, responsive, responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at <https://www.uscis.gov/e-verify/>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

#### **10.0 - CONTRACT SECURITY**

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

#### **11.0 - LIST OF SUBCONTRACTORS**

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

## **12.0 - WORKING DAYS**

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

## **14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:**

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

## **15.0 - MBE/WBE/SDVE INSTRUCTIONS**

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

B. MBE/WBE/SDVE General Requirements:

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

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

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.
2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.
3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder's MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.
5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.
6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.

D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.
2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory (<https://apps1.mo.gov/MWBCertifiedFirms/>). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management's online SDVE directory (<https://oao.mo.gov/sdve-certification-program/>) or the Department of Veterans Affairs' directory (<https://veterans.certify.sba.gov/#search>).
3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
  - a. The amount of actual participation obtained;
  - b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
  - c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
  - d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
  - e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
  - f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
  - g. The Bidder's stated reasons for rejecting any bids;
3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

F. Contractor MBE/WBE/SDVE Obligations

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



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

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

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

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

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

<https://oeo.mo.gov/sdve-certification-program/>

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



# State of Missouri Construction Contract

**THIS AGREEMENT** is made (DATE) by and between:

## *Contractor Name and Address*

hereinafter called the "Contractor,"

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

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

## **ARTICLE 1. STATEMENT OF WORK**

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

**Project Name:**                    **Replace Rooftop Units 5-7-8-9 and Server Room Air Conditioners  
Lottery Headquarters  
Jefferson City, Missouri**

**Project Number:**                **N2301-01**

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

## **ARTICLE 2. TIME OF COMPLETION**

The contract performance time is **125 working days** from the transmittal date of this agreement. The contract completion date is **MONTH, DAY, YEAR**. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

## **ARTICLE 3. LIQUIDATED DAMAGES**

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. **THEREFORE**, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of \$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: \$

Alternate No. 1: \$

**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 5% MBE and 5% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

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

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

Total \$

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

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

**ARTICLE 7. CONTRACT DOCUMENTS**

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

- 1. Division 0 – Procurement and Contracting Information, including, but not limited to:
  - a. Invitation for Bid (Section 001116)
  - b. Instructions to Bidders (Section 002113)
  - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
  - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
    - i. Bid Form (Section 004113)
    - ii. Unit Prices (Section 004322)

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

**ARTICLE 8 – CERTIFICATION**

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

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

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

**APPROVED:**

\_\_\_\_\_  
 Brian Yansen, Director  
 Division of Facilities Management,  
 Design and Construction

\_\_\_\_\_  
 Contractor’s Authorized Signature

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

\_\_\_\_\_  
*Corporate Secretary*



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
**AFFIDAVIT FOR AFFIRMATIVE ACTION**

PROJECT NUMBER
----------------

NAME
------

First being duly sworn on oath states: that

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

NAME
------

a  sole proprietorship  partnership  
 limited liability company (LLC)

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

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

PROJECT TITLE
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Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.

PRINT NAME & SIGNATURE
------------------------

DATE
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**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSER SEAL
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STATE OF
----------

COUNTY (OR CITY OF ST. LOUIS)
-------------------------------

USE RUBBER STAMP IN CLEAR AREA BELOW
--------------------------------------

SUBSCRIBED AND SWORN BEFORE ME, THIS
--------------------------------------

DAY OF
NOTARY PUBLIC SIGNATURE

YEAR
MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)
---------------------------------------

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

KNOW ALL MEN BY THESE PRESENTS, THAT we \_\_\_\_\_

as principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto the

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

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

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

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**

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**REASON FOR SUBSTITUTION**

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

YES       NO

IF YES, EXPLAIN

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**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:

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Substitution is accepted.

Substitution is accepted with the following comments:

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Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



PROJECT NUMBER
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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
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TITLE
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ORIGINAL: FILE/Closeout Documents



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"/> <b>FINAL</b>	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	\$	\$	

## **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
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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 EMBOSSEER OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)
	SUBSCRIBED AND SWORN BEFORE ME, THIS	
	DAY OF	YEAR
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES
NOTARY PUBLIC NAME (TYPED OR PRINTED)		<b>USE RUBBER STAMP IN CLEAR AREA BELOW</b>

FILE: Closeout Documents

# GENERAL CONDITIONS

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## SECTION 007213 - GENERAL CONDITIONS

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

## ARTICLE 1 – GENERAL PROVISIONS

### ARTICLE 1.1 - DEFINITIONS

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

1. **"COMMISSIONER"**: The Commissioner of the Office of Administration.
2. **"CONSTRUCTION DOCUMENTS"**: The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.
3. **"CONSTRUCTION REPRESENTATIVE"**: Whenever the term "Construction Representative" is used, it shall mean the Owner's Representative at the work site.
4. **"CONTRACTOR"**: Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
5. **"DESIGNER"**: When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.
6. **"DIRECTOR"**: Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.
7. **"DIVISION"**: Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.

8. **"INCIDENTAL JOB BURDENS"**: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
9. **"JOINT VENTURE"**: An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
10. **"OWNER"**: Whenever the term "Owner" is used, it shall mean the State of Missouri, 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, tool, 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, and 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 take affirmative action to insure applicants for employment and employees are treated equally without regard to race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising; and selection for training, including apprenticeship. The Contractor and his Subcontractors will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

B. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are employed under this contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Affidavit for Affirmative Action

in the form included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and disability. Such "affirmative action program" shall include:

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

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

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

#### **ARTICLE 1.5 - ANTI-KICKBACK**

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

insurance contract, or any other contract pertaining to the project.

#### **ARTICLE 1.6 - PATENTS AND ROYALTIES**

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

#### **ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES**

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be

required for a Missouri bidder to successfully bid in the non-domiciliary state.

- 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 place data, shop drawings and air and water balance reports.
4. Service Instructions: Provide the following information for all pieces of equipment.

- a. Recommended spare parts including catalog number and name of local supplier or factory representative.
- b. Belt sizes, types, and lengths.
- c. Wiring diagrams.

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

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

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

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

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

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

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

**ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

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

- B. Contractor shall, at all times, enforce strict discipline and good order among his employees,

and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- 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 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.
    - 4. Written Affirmative Action Plans as required in Article 1.4.
- Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a "Notice to Proceed" with the work to the Contractor.
- B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.
  - C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction's "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

## ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

## ARTICLE 5.3 -- PROJECT COMPLETION

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
  1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
    - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
    - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
    - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.
  2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the

Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders 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: Tracie Siebeneck  
Division of Facilities Management, Design and Construction  
Project Design Unit  
301 West High Street, Room 780  
Jefferson City, MO 65102  
Telephone: (573) 751-7831  
Email: [Tracie.Siebeneck@oa.mo.gov](mailto:Tracie.Siebeneck@oa.mo.gov)

Construction Representative: Kevin Bisges  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, MO 65109  
Telephone: (573) 522-5645  
Email: [Kevin.Bisgis@oa.mo.gov](mailto:Kevin.Bisgis@oa.mo.gov)

Project Manager: Ryan Abbott  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: (573) 298-1967  
Email: [Ryan.Abbott@oa.mo.gov](mailto:Ryan.Abbott@oa.mo.gov)

Contract Specialist: Mandy Roberson  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-522-0074  
Email: [mandy.roberson@oa.mo.gov](mailto:mandy.roberson@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 3 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 3 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

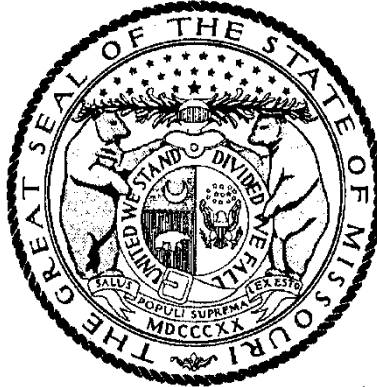
### 5.0 SAFETY REQUIREMENTS

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

Section 026  
**COLE COUNTY**

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

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
COLE County

Section 026

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$62.47
Boilermaker	\$30.53*
Bricklayer-Stone Mason	\$54.17
Carpenter	\$50.84
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$43.74
Plasterer	
Communication Technician	\$57.89
Electrician (Inside Wireman)	\$58.31
Electrician Outside Lineman	\$30.53*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$30.53*
Glazier	\$56.48
Ironworker	\$68.93
Laborer	\$43.22
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$30.53*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.64
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.11
Plumber	\$70.54
Pipe Fitter	
Roofer	\$54.75
Sheet Metal Worker	\$57.54
Sprinkler Fitter	\$52.79
Truck Driver	\$30.53*
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  
COLE County

Section 026

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$55.19
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$80.11
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.42
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.82
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.68
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 Replacing 4 rooftop units and 2 computer room air conditioners.
  - 1. Project Location: 1823 Southridge Jefferson City, MO.
  - 2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- B. Contract Documents, dated 05/16/2024, were prepared for the Project by Project Design Unit, Division of Facilities Management Design and Construction, Harry S. Truman State Office Building, Post Office 809, 301 West High Street Jefferson City, Missouri 65102.
- C. The Work consists of replacing Rooftop Units RTU-5A, RTU-7A, RTU-8A, and RTU-9A and Computer Room Air Conditioners CRAC-4 and CRAC-5.
  - 1. The Work includes removing RTUs and curb adaptors and installing RTUs with new curb adaptors.
  - 2. The Work includes ductwork and air device modifications.
  - 3. The Work includes removing CRAC units and associated roof mounted condensing units and installing CRAC units and associated roof mounted condensing units.
  - 4. The Work includes installing raised floor tiles and stanchions where the computer room air conditioners are removed.
  - 5. The Work includes structural modifications for improving RTU support.
  - 6. The Work includes all associated electrical, piping, and controls work.
- D. The Work will be constructed under a single prime contract.

#### **1.3 WORK SEQUENCE**

- A. The Work will be conducted in ONE phase.

#### **1.4 CONTRACTOR USE OF PREMISES**

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the



areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

## **1.5 OCCUPANCY REQUIREMENTS**

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

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

**PART 3 - EXECUTION**

**END OF SECTION 011000**

## **SECTION 012100 - ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Weather allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

#### **1.3 WEATHER ALLOWANCE**

- A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).
- B. The Contractor’s progress schedule shall clearly indicate the bad weather day allowance as an “activity” or “activities”. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.
- C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.
- D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.
- E. Once this allowance is depleted, a no cost Change Order time extension will be executed

for “bad weather” days, as defined above, encountered during the remainder of the Project.

#### **1.4 COORDINATION**

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

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

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

#### **3.1 PREPARATION**

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

#### **3.2 SCHEDULE OF ALLOWANCES**

- A. Weather Allowance: Included within the completion period for this Project SEVEN (7) “bad weather” days.

**END OF SECTION 012100**

## **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 duct heater and all associated power and controls. Refer to sheet D-101 for additional information.

**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 013115 "Project Management Communications" for administrative requirements for communications.
  - 3. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 4. 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.

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

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

**END OF SECTION 012600**

## **SECTION 013100 - COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 COORDINATION**

- A. Coordination-2: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.



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

#### **1.5 PROJECT MEETINGS**

- A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be

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

1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related RFIs
    - d. Related Change Orders
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. Review of mockups
    - i. Possible conflicts
    - j. Compatibility problems
    - k. Time schedules
    - l. Weather limitations
    - m. Manufacturer's written recommendations
    - n. Warranty requirements
    - o. Compatibility of materials
    - p. Acceptability of substrates
    - q. Temporary facilities and controls
    - r. Space and access limitations
    - s. Regulations of authorities having jurisdiction
    - t. Testing and inspecting requirements
    - u. Installation procedures
    - v. Coordination with other Work
    - w. Required performance results
    - x. Protection of adjacent Work
    - y. Protection of construction and personnel

3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
7. Project name
8. Name and address of Contractor
9. Name and address of Designer
10. RFI number including RFIs that were dropped and not submitted
11. RFI description
12. Date the RFI was submitted
13. Date Designer's response was received
14. Identification of related DSI or Proposal Request, as appropriate

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

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

**END OF SECTION 013100**

## SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
  - 1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
  - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Support: E-Builder® will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
  - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <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](mailto: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.
- 1. 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.
  - 2. 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.
  - 3. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
- 1. Providing suitable computer systems for each licensed user at the users normal

work location with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.

- a. 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. Each of the above referenced computer systems shall have the following minimum system and software requirements:
- a. 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.
  - b. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
    - 1) Operating System: Windows XP or newer
    - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
    - 3) Minimum Recommend Connection Speed: 256K or above
    - 4) Processor Speed: 1 Gigahertz and above
    - 5) RAM: 512 mb
    - 6) Operating system and software shall be properly licensed.
    - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
    - 8) Adobe Acrobat Reader (current version is a free distribution for download).
    - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

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

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

**END OF SECTION 013115**

## **SECTION 013200 - SCHEDULE – BAR CHART**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

### **PART 3 - EXECUTION**

#### **3.1 SUBMITTAL PROCEDURES**

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.
  - 1. The Schedule of Values must have the following line items included with the value of the item as indicated below:
    - a. O&M's (Owner's Manual)
      - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
    - b. Close Out Documents
      - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
    - c. General Conditions
      - 1) No more than 10%
- B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date.



Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

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

### **3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE**

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

1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
  - a. If practical, use the same Schedule of Values breakdown for schedule time bars.
2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.
3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.
4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.

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

1. Requirement for Phased completion
2. Work by separate Contractors

3. Work by the Owner
  4. Pre-purchased materials
  5. Coordination with existing construction
  6. Limitations of continued occupancies
  7. Un-interruptible services
  8. Partial Occupancy prior to Substantial Completion
  9. Site restrictions
  10. Provisions for future construction
  11. Seasonal variations
  12. Environmental control
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
1. Subcontract awards
  2. Submittals
  3. Purchases
  4. Mockups
  5. Fabrication
  6. Sample testing
  7. Deliveries
  8. Installation
  9. Testing
  10. Adjusting
  11. Curing
  12. Startup and placement into final use and operation
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a “major area” is a story of construction, a separate building, or a similar significant construction element.
1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Permanent space enclosure
    - c. Completion of mechanical installation
    - d. Completion of the electrical portion of the Work
    - e. Substantial Completion

### **3.3 SCHEDULE OF SUBMITTALS**

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.
- B. Prepare the schedule in chronological order. Provide the following information

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

### **3.4 SCHEDULE OF INSPECTIONS AND TESTS**

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
- B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
1. Specification Section number
  2. Description of the test
  3. Identification of applicable standards
  4. Identification of test methods
  5. Number of tests required
  6. Time schedule or time span for tests
  7. Entity responsible for performing tests
  8. Requirements for taking samples
  9. Unique characteristics of each service
- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

### **END OF SECTION 013200**

## **SECTION 013300 - SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
  - 1. Shop Drawings
  - 2. Product Data
  - 3. Samples
  - 4. Quality Assurance Submittals
  - 5. Construction Photographs
  - 6. Operating and Maintenance Manuals
  - 7. 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.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.

1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

## **1.7 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 information for materials and equipment to be provided under this contract, as noted on the following page.

<b>SPEC SECTION</b>	<b>TITLE</b>	<b>CATEGORY</b>
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
230529	Hangers and Supports for HVAC Piping and Equipment	Product Data
230553	Identification for HVAC Piping and Equipment	Product Data
230593	Testing, Adjusting, and Balancing for HVAC	Certification
230593	Testing, Adjusting, and Balancing for HVAC	Test Report
230719	HVAC Piping Insulation	Product Data
233300	Air Duct Accessories	Product Data
237416.11	Packaged, Small-Capacity, Rooftop Air-Conditioning Units	Product Data
237416.11	Packaged, Small-Capacity, Rooftop Air-Conditioning Units	Operation / Maintenance Manual
237416.11	Packaged, Small-Capacity, Rooftop Air-Conditioning Units	Warranty
238123.11	Small Capacity, Computer-Room Air-Conditioners, Floor-Mounted Units	Product Data
238123.11	Small Capacity, Computer-Room Air-Conditioners, Floor-Mounted Units	Operation / Maintenance Manual
238123.11	Small Capacity, Computer-Room Air-Conditioners, Floor-Mounted Units	Warranty

**END OF SECTION 013300**



## **SECTION 013513.10 - SITE SECURITY AND HEALTH REQUIREMENTS (OA)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
  - 1. Onsite burning is prohibited.

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

### **3.3 SECURITY CLEARANCES AND RESTRICTIONS**

- A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS
  1. All employees of an OA/FMDC contractor (or subcontractor performing work under an OA/FMDC contract) are required to submit a fingerprint check through the Missouri State Highway Patrol (MSHP) and the FBI enabling OA/FMDC to obtain state and national criminal background checks on the employees, unless stated otherwise in the Contractor's contract.
  2. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
  3. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) a list of

the names of the Contractor's employees who will be fingerprinted and a signed OA/FMDC Authorization for Release of Information Confidentiality Oath for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge>

4. Fingerprints and Authorization for Release of Information Confidentiality Oath form are valid for one (1) year and must be renewed annually. Changing or adding locations may result in additional required documentation. Certain employees may be required to be fingerprinted more frequently. OA/FMDC reserves the right to request additional background checks at any time for any reason.
5. The Contractor shall notify FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) within 48 hours of anyone severing employment with their company.

### **3.4 DISRUPTION OF UTILITIES**

- A. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and the Facility Representative before disconnecting electric, 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.

### **3.5 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 013513.10**

## **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. Temporary heat
  - 4. Ventilation
  - 5. Telephone service
  - 6. Sanitary facilities, including drinking water
  - 7. Storm and sanitary sewer
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Temporary roads and paving
  - 3. Dewatering facilities and drains
  - 4. Temporary enclosures
  - 5. Hoists and temporary elevator use
  - 6. Temporary project identification signs and bulletin boards
  - 7. Waste disposal services
  - 8. Rodent and pest control
  - 9. 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. Utility company regulations
  4. Police, fire department, and rescue squad rules
  5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”. ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities”.
1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### **1.4 PROJECT CONDITIONS**

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

### **PART 2 - PRODUCTS**

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

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

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide

the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
  4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
- D. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.
- E. Temporary Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designed by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.
- F. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- G. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.

### **3.3 SUPPORT FACILITIES INSTALLATION**

- A. 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:** No areas for storage of building materials can be made available onsite. The Contractor shall provide for all storage offsite. All off-site storage locations shall be approved by the Construction Representative. The Contractor shall provide his own security as he finds necessary. The Construction Representative shall have access to the off-site storage at all times.
- C. **Construction Parking:** Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- D. **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. **Environmental Protection:** Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

### **3.5 OPERATION, TERMINATION AND REMOVAL**

- A. **Supervision:** Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. **Maintenance:** Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. **Protection:** Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. **Termination and Removal:** Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

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

**END OF SECTION 015000**

## **SECTION 017400 - CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

- A. General
  - 1. Retain all stored items in an orderly arrangement allowing maximum access, not 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 twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
  - 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

B. Site

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

C. Structures

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

### 3.2 FINAL CLEANING

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

8. Broom clean concrete floors in unoccupied spaces.
  9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
  10. Remove labels that are not permanent labels.
  11. 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.
  12. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  13. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
  14. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  15. Clean ducts, blowers, and coils if units were operated without filters during construction
  16. 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.

#### **1.4 QUALITY ASSURANCE**

- A. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.
- B. 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**

## **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. 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 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Equipment stands.
4. Equipment supports.

B. Related Requirements:

1. Section 233113 "Metal Ducts" for duct hangers and supports.

### **1.2 ACTION SUBMITTALS**

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

### **1.3 QUALITY ASSURANCE**

- A. Structural-Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code, Section IX.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

1. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

### **2.2 METAL PIPE HANGERS AND SUPPORTS**

- A. Carbon-Steel Pipe Hangers and Supports:



1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized, hot-dip galvanized, or electro-galvanized.
3. Nonmetallic Coatings: Plastic coated, or epoxy powder-coated.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

## **2.3 EQUIPMENT SUPPORTS**

- A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

## **2.4 MATERIALS**

- A. Carbon Steel: ASTM A1011/A1011M.
- B. Structural Steel: ASTM A36/A36M, carbon-steel plates, shapes, and bars; galvanized.
- C. Threaded Rods: Continuously threaded. Zinc-plated or galvanized steel for indoor applications and stainless steel for outdoor applications. Mating nuts and washers of similar materials as rods.

# **PART 3 - EXECUTION**

## **3.1 INSTALLATION OF HANGERS AND SUPPORTS**

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-58. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- C. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- D. Install lateral bracing with pipe hangers and supports to prevent swaying.
- E. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- F. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- G. Insulated Piping:
  1. Attach clamps and spacers to piping.

- a. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
  - b. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
2. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
- a. Thermal-hanger shield inserts may be used as an option. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
3. Shield Dimensions for Pipe: Not less than the following:
- a. NPS 1/4 to NPS 3-1/2 (DN 8 to DN 90): 12 inches long and 0.048 inch thick.
4. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

### **3.2 INSTALLATION OF EQUIPMENT SUPPORTS**

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.

### **3.3 METAL FABRICATIONS**

- A. Cut, drill, and fit miscellaneous metal fabrications for equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Remove welding flux immediately.
  - 3. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

### **3.4 ADJUSTING**

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

### **3.5 PAINTING**

#### **A. Touchup:**

1. Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - a. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
2. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780/A780M.

### **3.6 HANGER AND SUPPORT SCHEDULE**

- A. Comply with MSS SP-58 for pipe-hanger selections and applications that are not specified in piping system Sections.
- B. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- C. Use carbon-steel pipe hangers and supports and attachments for general service applications.
- D. Use thermal-hanger shield inserts for insulated piping and tubing.
- E. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
  1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
  2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
  3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- F. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.

**END OF SECTION 230529**

## **SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Equipment labels.

#### **1.2 ACTION SUBMITTALS**

- A. Equipment-Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.

### **PART 2 - PRODUCTS**

#### **2.1 EQUIPMENT LABELS**

- A. Metal Labels for Equipment:
  - 1. Material and Thickness: stainless steel, 0.025-inch minimum thickness, with predrilled or stamped holes for attachment hardware.
  - 2. Letter and Background Color: As indicated for specific application under Part 3.
  - 3. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  - 4. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances of up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
  - 5. Fasteners: Stainless steel rivets or self-tapping screws.
  - 6. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

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

### **3.2 INSTALLATION, GENERAL REQUIREMENTS**

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Locate identifying devices so that they are readily visible from the point of normal approach.

### **3.3 INSTALLATION OF EQUIPMENT LABELS, WARNING SIGNS, AND LABELS**

- A. Permanently fasten labels on each item of mechanical equipment.
- B. Sign and Label Colors:
  - 1. White letters on an ANSI Z535.1 safety-blue background.
- C. Locate equipment labels where accessible and visible.
- D. Arc-Flash Warning Signs: Provide arc-flash warning signs on electrical disconnects and other equipment where arc-flash hazard exists, in accordance with requirements of OSHA and NFPA 70E.

**END OF SECTION 230553**

## **SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Testing, Adjusting, and Balancing of Air Systems:
    - a. Variable-air-volume systems.
  - 2. Testing, adjusting, and balancing of equipment.
  - 3. Duct leakage tests verification.
  - 4. HVAC-control system verification.

#### **1.2 DEFINITIONS**

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: Within 15 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Certified TAB reports.
- C. Instrument calibration reports, to include the following:
  - 1. Instrument type and make.
  - 2. Serial number.
  - 3. Application.
  - 4. Dates of use.
  - 5. Dates of calibration.

#### **1.4 QUALITY ASSURANCE**

- A. TAB Specialists Qualifications, Certified by AABC:

1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.
  2. TAB Technician: Employee of the TAB specialist and certified by AABC.
- B. TAB Specialists Qualifications, Certified by NEBB, or, TABB:
1. TAB Field Supervisor: Employee of the TAB specialist and certified by NEBB, or, TABB.
  2. TAB Technician: Employee of the TAB specialist and certified by NEBB, or, TABB.
- C. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."

## 1.5 FIELD CONDITIONS

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

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gauge cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine equipment performance data, including fan and pump curves.
1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
  2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed

conditions.

- E. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- F. Examine test reports specified in individual system and equipment Sections.
- G. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- H. Examine control valves for proper installation for their intended function of isolating, throttling, diverting, or mixing fluid flows.
- I. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- J. Examine operating safety interlocks and controls on HVAC equipment.
- K. Examine control dampers for proper installation for their intended function of isolating, throttling, diverting, or mixing air flows.
- L. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### **3.2 PREPARATION**

- A. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
  - 1. Airside:
    - a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
    - b. Duct systems are complete with terminals installed.
    - c. Clean filters are installed.
    - d. Fans are operating, free of vibration, and rotating in correct direction.
    - e. Variable-frequency controllers' startup is complete and safeties are verified.
    - f. Automatic temperature-control systems are operational.
    - g. Ceilings are installed.
    - h. Windows and doors are installed.
    - i. Suitable access to balancing devices and equipment is provided.

### **3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING**

- A. Perform testing and balancing procedures on each system in accordance with the procedures contained in AABC's "National Standards for Total System Balance", ASHRAE 111, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.



- B. Cut insulation, ducts, pipes, and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.
  - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  - 2. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish in accordance with Section 230713 "Duct Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

### **3.4 TESTING, ADJUSTING, AND BALANCING OF HVAC EQUIPMENT**

- A. Test, adjust, and balance HVAC equipment indicated on Drawings, including, but not limited to, the following:
  - 1. Rooftop Air Conditioning Units.
  - 2. Computer Room Air Conditioning Units.

### **3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS**

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

### 3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Adjust the variable-air-volume systems as follows:
  - 1. Verify that the system static pressure sensor is located two-thirds of the distance down the duct from the fan discharge.
  - 2. Verify that the system is under static pressure control.
  - 3. Select the supply air diffuser that is most critical to the supply-fan airflow. Measure inlet static pressure, and adjust system static pressure control set point so the entering static pressure for the critical supply air diffuser is not greater than the sum of the Rooftop unit manufacturer's recommended maximum outlet static pressure plus the static pressure needed to overcome supply air diffuser discharge system losses.
  - 4. Measure fan static pressures as follows:
    - a. Measure static pressure directly at the fan outlet or through the flexible connection.
    - b. Measure static pressure directly at the fan inlet or through the flexible connection.
    - c. Measure static pressure across each component that makes up the air-handling system.
    - d. Report any artificial loading of filters at the time static pressures are measured.
  - 5. Set final return and outside airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
    - a. Balance the return-air ducts and inlets.
  - 6. Verify final system conditions as follows:
    - a. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to match design if necessary.
    - b. Re-measure and confirm that total airflow is within design.
    - c. Re-measure final fan operating data, speed, volts, amps, and static profile.
    - d. Mark final settings.
    - e. Test system in economizer mode. Verify proper operation and adjust if necessary. Measure and record all operating data.
    - f. Verify tracking between supply and return fans.

### 3.7 DUCT LEAKAGE TESTS

- A. Witness the duct leakage testing performed by Installer.
- B. Verify that proper test methods are used and that leakage rates are within specified limits.
- C. Report deficiencies observed.

### **3.8 HVAC CONTROLS VERIFICATION**

- A. In conjunction with system balancing, perform the following:
  - 1. Verify HVAC control system is operating within the design limitations.
  - 2. Confirm that the sequences of operation are in compliance with Contract Documents.
  - 3. Verify that controllers are calibrated and function as intended.
  - 4. Verify that controller set points are as indicated.
  - 5. Verify the operation of valve and damper actuators.
  - 6. Verify that controlled devices are properly installed and connected to correct controller.
  - 7. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
  - 8. Verify location and installation of sensors to ensure that they sense only intended temperature, humidity, or pressure.
- B. Reporting: Include a summary of verifications performed, remaining deficiencies, and variations from indicated conditions.

### **3.9 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS**

- A. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.
  - 1. Balance each air outlet.

### **3.10 TOLERANCES**

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
  - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm.
  - 2. Air Outlets and Inlets: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

### **3.11 FINAL REPORT**

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
  - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
  - 2. Include a list of instruments used for procedures, along with proof of calibration.

3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Fan curves.
  2. Manufacturers' test data.
  3. Field test reports prepared by system and equipment installers.
  4. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
  2. Name and address of the TAB specialist.
  3. Project name.
  4. Project location.
  5. Engineer's name and address.
  6. Contractor's name and address.
  7. Report date.
  8. Signature of TAB supervisor who certifies the report.
  9. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
  10. Summary of contents, including the following:
    - a. Indicated versus final performance.
    - b. Notable characteristics of systems.
    - c. Description of system operation sequence if it varies from the Contract Documents.
  11. Nomenclature sheets for each item of equipment.
  12. Notes to explain why certain final data in the body of reports vary from indicated values.
  13. Test conditions for fans performance forms, including the following:
    - a. Settings for outdoor-, return-, and exhaust-air dampers.
    - b. Conditions of filters.
    - c. Cooling coil, wet- and dry-bulb conditions.
    - d. Heating coil, dry-bulb conditions.
    - e. Fan drive settings, including settings and percentage of maximum pitch diameter.
    - f. Variable-frequency controller settings for variable-air-volume systems.
    - g. Settings for pressure controller(s).
    - h. Other system operating conditions that affect performance.
- D. Air-Handling-Unit Test Reports: For air-handling units, include the following:
1. Unit Data:
    - a. Unit identification.
    - b. Location.
    - c. Make and type.

- d. Model number and unit size.
- e. Manufacturer's serial number.
- f. Unit arrangement and class.
- g. Discharge arrangement.

2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and speed.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.

3. Test Data (Indicated and Actual Values):

- a. Total airflow rate in cfm.
- b. Total system static pressure in inches wg.
- c. Fan speed.
- d. Inlet and discharge static pressure in inches wg.
- e. For each filter bank, filter static-pressure differential in inches wg.
- f. Cooling-coil static-pressure differential in inches wg.
- g. Heating-coil static-pressure differential in inches wg.
- h. List for each internal component with pressure-drop, static-pressure differential in inches wg.
- i. Outdoor airflow in cfm.
- j. Return airflow in cfm.

E. Apparatus-Coil Test Reports:

1. Test Data (Indicated and Actual Values):

- a. Airflow rate in cfm.
- b. Average face velocity in fpm.
- c. Air pressure drop in inches wg.
- d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
- e. Return-air, wet- and dry-bulb temperatures in deg F.
- f. Entering-air, wet- and dry-bulb temperatures in deg F.
- g. Leaving-air, wet- and dry-bulb temperatures in deg F.
- h. Refrigerant expansion valve and refrigerant types.
- i. Refrigerant suction pressure in psig.
- j. Refrigerant suction temperature in deg F.

F. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:

1. Unit Data:

- a. System identification.
- b. Location.
- c. Coil identification.
- d. Capacity in Btu/h.
- e. Number of stages.

- f. Connected volts, phase, and hertz.
- g. Rated amperage.
- h. Airflow rate in cfm.
- i. Face area in sq. ft..
- j. Minimum face velocity in fpm.

2. Test Data (Indicated and Actual Values):

- a. Heat output in Btu/h.
- b. Airflow rate in cfm.
- c. Air velocity in fpm.
- d. Entering-air temperature in deg F.
- e. Leaving-air temperature in deg F.
- f. Voltage at each connection.
- g. Amperage for each phase.

G. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

- a. System identification.
- b. Location.
- c. Make and type.
- d. Model number and size.
- e. Manufacturer's serial number.
- f. Arrangement and class.

2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and speed.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.

3. Test Data (Indicated and Actual Values):

- a. Total airflow rate in cfm.
- b. Total system static pressure in inches wg.
- c. Fan speed.
- d. Discharge static pressure in inches wg.
- e. Suction static pressure in inches wg.

H. Instrument Calibration Reports:

1. Report Data:

- a. Instrument type and make.
- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

**END OF SECTION 230593**

## **SECTION 230719 - HVAC PIPING INSULATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes insulation for HVAC piping systems.

#### **1.2 ACTION SUBMITTALS**

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

#### **1.3 QUALITY ASSURANCE**

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or craft training program.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Packaging: Insulation system materials are to be delivered to the Project site in unopened containers. The packaging is to include name of manufacturer, fabricator, type, description, and size.

#### **1.5 COORDINATION**

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

#### **1.6 SCHEDULING**

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84 by a testing agency acceptable to authority having jurisdiction. Factory label insulation, jacket materials, adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.



1. All Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

## 2.2 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," "Outdoor, Aboveground Piping Insulation Schedule," and "Outdoor, Underground Piping Insulation Schedule" articles for where insulating materials are applied.
- B. Products do not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come into contact with stainless steel have a leachable chloride content of less than 50 ppm when tested in accordance with ASTM C871.
- D. Foam insulation materials do not use CFC or HCFC blowing agents in the manufacturing process.
- E. Calcium Silicate: Preformed Pipe Sections: Flat-, curved-, and grooved-block sections of noncombustible, inorganic, hydrous calcium silicate with a non-asbestos fibrous reinforcement. Comply with ASTM C533, Type I.
- F. Flexible Elastomeric: Closed-cell, or expanded-rubber materials; suitable for maximum use temperature between minus 70 deg F and 220 deg F. Comply with ASTM C534/C534M, Type I, for tubular materials, Type II for sheet materials.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Aeroflex USA
    - b. Armacell LLC
    - c. K-Flex USA
  2. Flame-spread index is 25 or less and smoke-developed index is 50 or less as tested in accordance with ASTM E84.
- G. Glass-Fiber, Preformed Pipe: Glass fibers bonded with a thermosetting resin; suitable for maximum use temperature up to 850 deg F in accordance with ASTM C411. Comply with ASTM C547.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Johns Manville; a Berkshire Hathaway company
    - b. Knauf Insulation
    - c. Owens Corning
  2. Preformed Pipe Insulation: Type I, Grade A with factory-applied ASJ.
  3. Fabricated shapes in accordance with ASTM C450 and ASTM C585.
  4. Flame-spread index is 25 or less and smoke-developed index is 50 or less as tested in accordance with ASTM E84.

5. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

### **2.3 ADHESIVES**

- A. Materials are compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Flexible Elastomeric and Polyolefin Adhesive: Solvent-based adhesive.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Aeroflex USA
    - b. Armacell LLC
    - c. K-Flex USA
  2. Adhesive: As recommended by flexible elastomeric and polyolefin manufacturer and with a VOC content of 80 g/L or less.
  3. Flame-spread index is 25 or less and smoke-developed index is 50 or less as tested in accordance with ASTM E84.
  4. Service Temperature Range: 40 to 200 deg F.
  5. Color: Black.
- C. Glass-Fiber and Mineral Wool Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Childers Brand; H. B. Fuller Construction Products
    - b. Foster Brand; H. B. Fuller
    - c. Mon-Eco Industries, Inc.
  2. Adhesive: As recommended by mineral fiber manufacturer and with a VOC content of 80 g/L or less.
  3. Flame-spread index is 25 or less and smoke-developed index is 50 or less as tested in accordance with ASTM E84.

### **2.4 FIELD-APPLIED JACKETS**

- A. Field-applied jackets comply with ASTM C1136, Type I, unless otherwise indicated.
- B. Metal Jacket:
  1. Aluminum Jacket: Comply with ASTM B209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.
    - a. Sheet and roll stock ready for shop or field sizing.
    - b. Finish and thickness are indicated in field-applied jacket schedules.
    - c. Moisture Barrier for Outdoor Applications: 3-mil- thick, heat-bonded polyethylene and kraft paper.

- d. Factory-Fabricated Fitting Covers:
  - 1) Same material, finish, and thickness as jacket.
  - 2) Preformed two-piece or gore, 45- and 90-degree, short- and long-radius elbows.
  - 3) Tee covers.
  - 4) Flange and union covers.
  - 5) End caps.
  - 6) Beveled collars.
  - 7) Valve covers.
  - 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

## 2.5 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C1136.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. 3M Industrial Adhesives and Tapes Division
    - b. Avery Dennison Corporation, Specialty Tapes Division
    - c. Ideal Tape Co., Inc., an American Biltrite Company
    - d. Knauf Insulation
  - 2. Width: 3 inches.
  - 3. Thickness: 11.5 mils.
  - 4. Adhesion: 90 ounces force/inch in width.
  - 5. Elongation: 2 percent.
  - 6. Tensile Strength: 40 lbf/inch in width.
  - 7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

- A. Clean and dry surfaces to receive insulation. Remove materials that will adversely affect

insulation application.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping, including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and of thicknesses required for each item of pipe system, as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, compress, or otherwise damage insulation or jacket.
- D. Install insulation with longitudinal seams at top and bottom (12 o'clock and 6 o'clock positions) of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during storage, application, and finishing. Replace insulation materials that get wet during storage or in the installation process before being properly covered and sealed in accordance with the Contract Documents.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends attached to structure with vapor-barrier mastic.
  - 3. Install insert materials and insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
  - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth, but not to the extent of creating wrinkles or areas of compression in the insulation.
  - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward-clinching staples along both edges of

- strip, spaced 4 inches o.c.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward-clinching staples along edge at 2 inches o.c.
  - 4. For below-ambient services, apply vapor-barrier mastic over staples.
  - 5. Cover joints and seams with tape, in accordance with insulation material manufacturer's written instructions, to maintain vapor seal.
  - 6. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches in similar fashion to butt joints.
- P. For above-ambient services, do not install insulation to the following:
- 1. Vibration-control devices.
  - 2. Testing agency labels and stamps.
  - 3. Nameplates and data plates.

### **3.4 PENETRATIONS**

- A. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
- 1. Seal penetrations with flashing sealant.
  - 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  - 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
  - 4. Seal jacket to wall flashing with flashing sealant.
- B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
- 1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

### **3.5 GENERAL PIPE INSULATION INSTALLATION**

- A. Requirements in this article generally apply to all insulation materials, except where more specific requirements are specified in various pipe insulation material installation articles

below.

- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, Mechanical Couplings, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, mechanical couplings, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
  2. Insulate pipe elbows using prefabricated fitting insulation made from same material and density as that of adjacent pipe insulation. Each piece is butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
  3. Insulate tee fittings with prefabricated fitting insulation of same material and thickness as that used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
  4. Insulate valves using prefabricated fitting insulation of same material, density, and thickness as that used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
  5. Insulate strainers using prefabricated fitting insulation of same material, density, and thickness as that used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers, so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
  6. Insulate flanges, mechanical couplings, and unions using a section of oversized preformed pipe insulation to fit. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Stencil or label the outside insulation jacket of each union with the word "union" matching size and color of pipe labels.
  7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
  8. For services not specified to receive a field-applied jacket, except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing, using PVC tape.

### **3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION**

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Fittings and Elbows:
1. Install sections of pipe insulation and miter if required in accordance with manufacturer's

- written instructions.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

### **3.7 INSTALLATION OF GLASS-FIBER AND MINERAL WOOL INSULATION**

- A. Insulation Installation on Straight Pipes and Tubes:
  1. Secure each layer of preformed pipe insulation to pipe with wire or bands, and tighten bands without deforming insulation materials.
  2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
  3. For insulation with jackets on above-ambient surfaces, secure laps with outward-clinched staples at 6 inches o.c.
  4. For insulation with jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive, as recommended by insulation material manufacturer, and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Fittings and Elbows:
  1. Install prefabricated sections of same material as that of straight segments of pipe insulation when available.
  2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

### **3.8 INSTALLATION OF FIELD-APPLIED JACKETS**

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

### **3.9 FINISHES**

- A. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- B. Do not field paint aluminum or stainless steel jackets.

### **3.10 PIPING INSULATION SCHEDULE, GENERAL**

- A. Insulation conductivity and thickness per pipe size comply with schedules in this Section or with requirements of authorities having jurisdiction, whichever is more stringent.
- B. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

### **3.11 INDOOR PIPING INSULATION SCHEDULE**

- A. Condensate and Equipment Supply Water below 60 Deg F
  - 1. All Pipe Sizes: Insulation is one of the following:
    - a. Flexible Elastomeric: 0.5 inch thick.
    - b. Glass-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- B. Refrigerant Suction and Hot-Gas Piping:
  - 1. All Pipe Sizes: Insulation is the following:
    - a. Flexible Elastomeric: 0.75 inch thick.

**END OF SECTION 230719**



## **SECTION 232300 - REFRIGERANT PIPING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Copper tube and fittings.

#### **1.2 DELIVERY, STORAGE, AND HANDLING**

- A. Store piping with end caps in place to ensure that piping interior and exterior are clean when installed.
- B. Prepare valves and specialties for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads and other end connections.
- C. Use the following precautions during storage:
  - 1. Maintain valve and specialty end protection.
  - 2. Store valves and specialties indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Comply with ASHRAE 15.
- B. Comply with ASME B31.5.
- C. Test Pressure for Refrigerant R-410A:
  - 1. Suction Tubing for Heat-Pump Applications: 535 psig.

#### **2.2 COPPER TUBE AND FITTINGS**

- A. Copper Tube: ASTM B88, Type K or L.
- B. Wrought-Copper Fittings, Solder Joint: ASME B16.22.
- C. Wrought-Copper Fittings, Brazed Joint: ASME B16.50.

- D. Wrought-Copper Unions: ASME B16.22.
- E. Solder Filler Metals: ASTM B32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- F. Brazing Filler Metals: AWS A5.8M/A5.8.

## **PART 3 - EXECUTION**

### **3.1 PIPING APPLICATION SCHEDULES**

- A. Refrigerant: R-410A
- B. Suction, Hot-Gas, and Liquid Tubing for Conventional Air-Conditioning (Cooling-Only) Applications, NPS 4 (DN 100) and Smaller: Copper, Type L, drawn-temper tubing and wrought-copper fittings with soldered joints.
- C. Safety-Relief-Valve Discharge Tubing for Conventional Air-Conditioning (Cooling-Only) Applications, Copper: Type L, drawn-temper tubing and wrought-copper fittings with soldered joints.

### **3.2 VALVE AND SPECIALTY APPLICATIONS**

- A. Install service valves for gauge taps at inlet and outlet of hot-gas bypass valves and strainers if they are not an integral part of valves and strainers.
- B. Install a check valve at the compressor discharge and a liquid accumulator at the compressor suction connection.
- C. Install thermostatic expansion valves as close as possible to distributors on evaporators.
  - 1. Install valve so diaphragm case is warmer than bulb.
  - 2. Secure bulb to clean, straight, horizontal section of suction line using two bulb straps. Do not mount bulb in a trap or at bottom of the line.
  - 3. If external equalizer lines are required, make connection where it will reflect suction-line pressure at bulb location.
- D. Install safety-relief valves where required by ASME Boiler and Pressure Vessel Code. Pipe safety-relief-valve discharge line to outside in accordance with ASHRAE 15.
- E. Install moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.
- F. Install flexible connectors at compressors.
- G. Provide refrigerant locking caps on refrigerant charging ports that are located outdoors unless otherwise protected from unauthorized access by a means acceptable to authority having jurisdiction.

### 3.3 INSTALLATION OF PIPING, GENERAL

- A. Install refrigerant piping in accordance with ASHRAE 15.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping adjacent to machines to allow service and maintenance.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Select system components with pressure rating equal to or greater than system operating pressure.
- I. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- J. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- K. Slope refrigerant piping as follows:
  - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
  - 2. Install horizontal suction lines with a uniform slope downward to compressor.
  - 3. Install traps and double risers to entrain oil in vertical runs.
  - 4. Liquid lines may be installed level.
- L. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- M. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- N. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- O. Install escutcheons for piping penetrations of walls, ceilings, and floors.

### **3.4 PIPE JOINT CONSTRUCTION**

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Fill pipe and fittings with an inert gas (nitrogen or carbon dioxide), during brazing or welding, to prevent scale formation.
- D. Soldered Joints: Construct joints in accordance with ASTM B828 or CDA's "Copper Tube Handbook."

### **3.5 INSTALLATION OF HANGERS AND SUPPORTS**

- A. Comply with Section 230529 "Hangers and Supports for HVAC Piping and Equipment" for hangers, supports, and anchor devices.
- B. Install the following pipe attachments:
  - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 ft. long.
  - 2. Roller hangers and spring hangers for individual horizontal runs 20 ft. or longer.
  - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 ft. or longer, supported on a trapeze.
  - 4. Spring hangers to support vertical runs.
  - 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for copper tubing, with maximum horizontal spacing and minimum rod diameters, to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- D. Support horizontal piping within 12 inches of each fitting.
- E. Support vertical runs of copper tubing to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

### **3.6 FIELD QUALITY CONTROL**

- A. Tests and Inspections:
  - 1. Comply with ASME B31.5, Chapter VI.
  - 2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
  - 3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in "Performance Requirements" Article.
    - a. Fill system with nitrogen to the required test pressure.
    - b. System must maintain test pressure at the manifold gauge throughout

- c. duration of test.
  - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
  - d. Remake leaking joints using new materials, and retest until satisfactory results are achieved.
- B. Prepare test and inspection reports.

### **3.7 SYSTEM CHARGING**

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

### **3.8 ADJUSTING**

- A. Adjust thermostatic expansion valve to obtain proper evaporator superheat.
- B. Adjust high- and low-pressure switch settings to avoid short cycling in response to fluctuating suction pressure.
- C. Perform the following adjustments before operating the refrigeration system, according to manufacturer's written instructions:
1. Verify that compressor oil level is correct.
  2. Open compressor suction and discharge valves.
  3. Open refrigerant valves but not bypass valves that are used for other purposes.
  4. Check open compressor-motor alignment and verify lubrication for motors and bearings.
- D. Replace core of replaceable filter dryer after system has been adjusted and after design flow rates and pressures are established.

**END OF SECTION 232300**

## **SECTION 233300 - AIR DUCT ACCESSORIES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Manual volume dampers.
- B. Related Requirements:
  - 1. Section 233346 "Flexible Ducts" for insulated and non-insulated flexible ducts.

#### **1.2 ACTION SUBMITTALS**

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

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Comply with NFPA 90A and NFPA 90B.
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

#### **2.2 MANUAL VOLUME DAMPERS**

- A. Standard, Steel, Manual Volume Dampers:
  - 1. Performance:
    - a. Leakage Rating Class III: Leakage not exceeding 40 cfm/sq. ft. against 1-inch wg differential static pressure.
  - 2. Construction:
    - a. Linkage out of airstream.
    - b. Suitable for horizontal or vertical airflow applications.
  - 3. Frames:
    - a. Hat-shaped, 16-gauge- thick, galvanized sheet steel.
    - b. Mitered and welded corners.

- c. Flanges for attaching to walls and flangeless frames for installing in ducts.
  - 4. Blades:
    - a. Multiple or single blade.
    - b. Parallel- or opposed-blade design.
    - c. Stiffen damper blades for stability.
    - d. Galvanized steel; 16 gauge thick.
  - 5. Blade Axles: Galvanized steel.
  - 6. Bearings:
    - a. Oil-impregnated bronze.
    - b. Dampers mounted with vertical blades to have thrust bearing at each end of every blade.
  - 7. Tie Bars and Brackets: Galvanized steel.
  - 8. Locking device to hold damper blades in a fixed position without vibration.
- B. Jackshaft:
- 1. Size: 1-inch diameter.
  - 2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
  - 3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.
- C. Damper Hardware:
- 1. Zinc-plated, die-cast core with dial and handle, made of 3/32-inch- thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
  - 2. Include center hole to suit damper operating-rod size.
  - 3. Include elevated platform for insulated duct mounting.

## 2.3 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A653/A653M.
  - 1. Galvanized Coating Designation: G60.
  - 2. Exposed-Surface Finish: Mill phosphatized.
- B. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install duct accessories in accordance with applicable details in SMACNA's "HVAC

Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116 for fibrous-glass ducts.

- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless steel accessories in stainless steel ducts, and aluminum accessories in aluminum ducts.
- C. Where multiple damper sections are necessary to achieve required dimensions, provide reinforcement to fully support damper assembly when fully closed at full system design static pressure.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
  - 1. Install steel volume dampers in steel ducts.
  - 2. Install aluminum volume dampers in aluminum ducts.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated and as needed for testing and balancing.
- G. Install flexible connectors to connect ducts to equipment.
- H. For fans developing static pressures of 5 inches wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.
- I. Install duct test holes where required for testing and balancing purposes.
- J. Install thrust limits at centerline of thrust, symmetrical on both sides of equipment. Attach thrust limits at centerline of thrust and adjust to a maximum of 1/4-inch movement during start and stop of fans.

### **3.2 FIELD QUALITY CONTROL**

- A. Tests and Inspections:
  - 1. Operate dampers to verify full range of movement.

**END OF SECTION 233300**



## **SECTION 233346 - FLEXIBLE DUCTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Flexible ducts, insulated.
  - 2. Flexible duct connectors.

### **PART 2 - PRODUCTS**

#### **2.1 ASSEMBLY DESCRIPTION**

- A. Comply with NFPA 90A and NFPA 90B.
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials must be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- C. Comply with the Air Duct Council's (formerly, Air Diffusion Council) "ADC Flexible Air Duct Test Code - FD 72-R1" and "Flexible Duct Performance & Installation Standards."
- D. Comply with ASTM E96/E96M.

#### **2.2 FLEXIBLE DUCTS, INSULATED**

- A. Standard: Product is to be UL 181 listed and bearing the UL label.
- B. Flexible Ducts, Insulated - Class 1, Black Polymer Film Supported by Helically Wound, Spring-Steel Wire; Fibrous-Glass Insulation:
  - 1. Pressure Rating: 4 inch wg positive and 0.5 inch wg negative.
  - 2. Maximum Air Velocity: 4000 fpm.
  - 3. Temperature Range: Minus 20 to plus 175 deg F.
  - 4. Insulation R-Value: R6.
  - 5. Vapor-Barrier Film: Polyethylene.

#### **2.3 FLEXIBLE DUCT CONNECTORS**

- A. Clamps: Nylon strap in sizes 3 through 18 inches, to suit duct size.
- B. Non-Clamp Connectors: Adhesive.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION OF FLEXIBLE DUCTS**

- A. Install flexible ducts in accordance with applicable details in the following publications:
  - 1. ADC's "Flexible Duct Performance & Installation Standards" for flexible ducts.
  - 2. NAIMA AH116.
  - 3. SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.
- B. Install in indoor applications only. Do not install flexible duct in locations where it will be exposed to UV lighting.
- C. Connect diffusers and light troffer boots to ducts with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- D. Connect flexible ducts to metal ducts with liquid adhesive plus tape.
- E. Installation:
  - 1. Install ducts fully extended.
  - 2. Do not bend ducts across sharp corners.
  - 3. Bends of flexible ducting must not exceed a minimum of one-duct diameter.
  - 4. Avoid contact with metal fixtures, water lines, pipes, or conduits.
  - 5. Install flexible ducts in a direct line, without sags, twists, or turns.
  - 6. Install in accordance with ADC instructions.
- F. Supporting Flexible Ducts:
  - 1. Support flexible duct at manufacturer's recommended intervals, but at no greater distance than 4 ft.. Provide sufficient support so that maximum centerline sag is 1/2 in. per ft. between supports. A connection to rigid duct or equipment may be considered a support joint.
  - 2. Install extra supports at bends placed approximately one-duct diameter from center line of the bend.
  - 3. Ducts may rest on ceiling joists or truss supports. Spacing between supports must not exceed the maximum spacing in accordance with manufacturer's written installation instructions.
  - 4. Vertically installed ducts must be stabilized by support straps at a maximum of 72 inches o.c.

**END OF SECTION 233346**

# **SECTION 237416.11 - PACKAGED, SMALL-CAPACITY, ROOFTOP AIR-CONDITIONING UNITS**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes: Packaged, small-capacity, rooftop air-conditioning units (RTU) with the following components:
  - 1. Unit casings.
  - 2. Fans, drives, and motors.
  - 3. Coils.
  - 4. Refrigerant circuit components.
  - 5. Air filtration.
  - 6. Dampers.
  - 7. Electrical power connections.
  - 8. Controls.
  - 9. Accessories.

### **1.2 DEFINITIONS**

- A. RTU: Rooftop unit. As used in this Section, this abbreviation means packaged, small-capacity, rooftop air-conditioning units. This abbreviation is used regardless of whether the unit is mounted on the roof or on a concrete base on ground.

### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each RTU.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  - 2. Include rated capacities, dimensions, required clearances, characteristics, and furnished specialties and accessories.
  - 3. Include unit dimensions and weight.
  - 4. Include cabinet material, metal thickness, finishes, insulation, and accessories.
  - 5. Fans:
    - a. Include certified fan-performance curves with system operating conditions indicated.
    - b. Include certified fan-sound power ratings.
    - c. Include fan construction and accessories.
    - d. Include motor ratings, electrical characteristics, and motor accessories.
  - 6. Include certified coil-performance ratings with system operating conditions indicated.
  - 7. Include filters with performance characteristics.

8. Include dampers, including housings, linkages, and operators.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. System startup reports.
- B. Field quality-control reports.

#### **1.5 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For RTUs to include in emergency, operation, and maintenance manuals.

#### **1.6 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Filters: One set(s) of filters for each unit.

#### **1.7 WARRANTY**

- A. Warranty: Manufacturer agrees to repair or replace components of packaged, small-capacity, rooftop air-conditioning unit that fail in materials or workmanship within specified warranty period.
  1. Warranty Period: One year(s) from date of Substantial Completion.
  2. Warranty Period for Compressor: Manufacturer's standard, but not less than five years (non-prorated) from date of Substantial Completion.

### **PART 2 - PRODUCTS**

#### **2.1 UNIT CASINGS**

- A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.
- B. Double-Wall Construction:
  1. Outside Casing Wall: Galvanized steel, minimum 18 gauge thick with corrosion-resistant coating, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.
  2. Inside Casing Wall: G90-coated galvanized steel, 0.028 inch thick.
  3. Floor Plate: G90 galvanized steel, treadplate, minimum 18 gauge thick.
  4. Casing Insulation:

- a. Materials: Injected polyurethane foam insulation.
  - b. Casing Panel R-Value: Minimum 13.
  - c. Insulation Thickness: 2 inches.
  - d. Thermal Break: Provide continuity of insulation with no through-casing metal in casing walls, floors, or roof of unit.
- C. Airstream Surfaces: Surfaces in contact with airstream to comply with requirements in ASHRAE 62.1.
- D. Panels and Doors:
- 1. Access Doors:
    - a. Hinges: Full length stainless steel piano hinges and quarter turn, zinc cast, lockable handles.
    - b. Gasket: Neoprene, applied around entire perimeters of panel frames.
    - c. Size: Large enough to allow inspection and maintenance of air-handling unit's internal components.
  - 2. Locations and Applications:
    - a. Fan Section: Doors.
    - b. Access Section: Doors.
    - c. Coil Section: Doors.
    - d. Damper Section: Doors.
    - e. Filter Section: Doors large enough to allow periodic removal and installation of filters.
    - f. Mixing Section: Doors.
- E. Condensate Drain Pans:
- 1. Location: Each type of cooling coil.
  - 2. Construction:
    - a. Double slope, single-wall stainless steel sheet.
  - 3. Drain Connection:
    - a. Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.
    - b. Minimum Connection Size: NPS 3/4.
  - 4. Slope: Minimum 0.125-in./ft. slope, to comply with ASHRAE 62.1, in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and from humidifiers and to direct water toward drain connection.
  - 5. Length: Extend drain pan downstream from leaving face for distance to comply with ASHRAE 62.1.
  - 6. Width: Entire width of water producing device.

## **2.2 PERFORMANCE REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- B. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of RTUs and components.
- C. ASHRAE 62.1 Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- D. ASHRAE 15 Compliance: For refrigeration system safety.
- E. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- F. UL Compliance: Comply with UL 1995.

## **2.3 CAPACITIES AND CHARACTERISTICS**

- A. Refer to Rooftop Unit Schedule on Mechanical Drawings.

## **2.4 PACKAGED, SMALL-CAPACITY, ROOFTOP AIR-CONDITIONING UNITS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AAON
  - 2. Carrier Global Corporation
  - 3. Daikin Applied
  - 4. Engineered Air
  - 5. Trane

## **2.5 FANS, DRIVES, AND MOTORS**

- A. Fan and Drive Assemblies: Statically and dynamically balanced and designed for continuous operation at maximum-rated fan speed and motor horsepower.
- B. Supply-Air Fans: Direct drive backward curved plenum fans, rated according to AMCA 210.
  - 1. Mounting: For internal vibration isolation. Factory-mount fans with manufacturer's standard vibration isolation mounting devices.
- C. Condenser-Coil Fan: Variable-speed propeller, mounted on shaft of permanently lubricated ECM motors.
- D. Motors:

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
2. NEMA Design: NEMA MG 1.
3. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in electrical Sections.

## 2.6 COILS

### A. General Requirements for Coils:

1. Comply with AHRI 410.
2. Fabricate coils section to allow for removal and replacement of coil for maintenance and to allow in-place access for service and maintenance of coil(s).
3. Coils to not act as structural component of unit.

### B. Supply-Air Refrigerant Coil:

1. Tubes: Copper.
2. Fins:
  - a. Material: Copper.
  - b. Fin Spacing: Maximum 12 fins per inch.
3. Coatings: Corrosion-resistant coating.
4. Ratings: Designed, tested, and rated according to ASHRAE 33 and AHRI 410.
  - a. Working Pressure: Minimum 300 psig.

### C. Modulating Hot-Gas Reheat Refrigerant Coil:

1. Tubes: Copper.
2. Fins:
  - a. Material: Copper.
  - b. Fin Spacing: Maximum 12 fins per inch.
3. Coatings: Corrosion-resistant coating.
4. Ratings: Designed, tested, and rated according to ASHRAE 33 and AHRI 410.
  - a. Working Pressure: Minimum 300 psig.
5. Suction-discharge bypass valve.

### D. Electric-Resistance Heating Coils: Comply with UL 1995.

1. Modulating/SCR – 0-10 V control signal.
2. Overtemperature Protection: Automatically resetting, thermal-cutout, safety device; serviceable through terminal box without removing heater from coil section.
3. Secondary Protection: Load-carrying, manually resetting or manually replaceable,

thermal cutouts; factory wired in series with each heater stage.

## 2.7 REFRIGERANT CIRCUIT COMPONENTS

- A. Compressor: Hermetic, variable-speed scroll, mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief.
- B. Refrigeration Specialties:
  - 1. Refrigerant: R-410A.
  - 2. Refrigerant filter/dryer.
  - 3. Manual-reset high-pressure safety switch.
  - 4. Automatic-reset low-pressure safety switch.
  - 5. Minimum off-time relay.
  - 6. Automatic-reset compressor motor thermal overload.
  - 7. Brass service valves installed in compressor suction and liquid lines.
  - 8. Low-ambient kit high-pressure sensor.
  - 9. Hot-gas reheat solenoid valve modulating with a replaceable magnetic coil.
  - 10. Four-way reversing valve with a replaceable magnetic coil, thermostatic expansion valves with bypass check valves, and a suction line accumulator.

## 2.8 AIR FILTRATION

- A. Panel Filters:
  - 1. Description: Pleated factory-fabricated, self-supported, disposable air filters with holding frames.
  - 2. Filter Unit Class: UL 900.
  - 3. Media: Interlaced glass, synthetic or cotton fibers coated with nonflammable adhesive and antimicrobial coating.

## 2.9 DAMPERS

- A. Outdoor- and Return-Air Dampers: Low-leakage, double-skin, airfoil-blade, dampers with compressible jamb seals and extruded-vinyl blade edge seals with steel operating rods rotating in sintered bronze or nylon bearings mounted in a single frame, and with operating rods connected with a common linkage. Leakage rate must not exceed 4 cfm/sq. ft. at 1-inch wg and 8 cfm/sq. ft. at 4-inch wg rated in accordance with AMCA 500D.
- B. Electronic Damper Operators:
  - 1. Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
  - 2. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
  - 3. Fail-Safe Operation: Mechanical, spring-return mechanism with external, manual gear release on nonspring-return actuators.



## **2.10 ELECTRICAL POWER CONNECTIONS**

- A. RTU to have a single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.

## **2.11 CONTROLS**

- A. Controller:
  - 1. Type: DDC.
  - 2. Controller to have volatile-memory backup.
  - 3. Safety Control Operation:
    - a. Smoke Detectors: Stop fan and close outdoor-air damper if smoke is detected. Provide additional contacts for alarm interface to fire-alarm control panel.
    - b. Low-Discharge Temperature: Stop fan and close outdoor-air damper if supply-air temperature is less than 40 deg F.
    - c. Defrost Control for Condenser Coil: Pressure differential switch to initiate defrost sequence.
- B. Interface Requirements for HVAC Instrumentation and Control System:
  - 1. BACnet IP connectivity to Building Automation System for monitoring and management.

## **2.12 ACCESSORIES**

- A. Duplex, 115-V, ground-fault-interrupter outlet with 20-A overcurrent protection. Include transformer if required.
- B. Filter differential pressure switch with sensor tubing on either side of filter. Set for final filter pressure loss.
- C. Safeties:
  - 1. Smoke detector.
  - 2. Condensate overflow switch.
  - 3. Phase-loss protection.
  - 4. High pressure control.
  - 5. Electric coil airflow-proving switch.
- D. Hail guards of galvanized steel, painted to match casing.
- E. Door switches to disable heating or reset set point when open.
- F. Outdoor-air intake weather hood.

- G. Oil separator.
- H. Roof curb adaptor to be compatible with existing roof curb installation.

## **2.13 MATERIALS**

- A. Steel:
  - 1. ASTM A36/A36M for carbon structural steel.
  - 2. ASTM A568/A568M for steel sheet.
- B. Stainless Steel:
  - 1. Manufacturer's standard type, ASTM A240/A240M for bare steel exposed to airstream or moisture.
- C. Galvanized Steel: ASTM A653/A653M.
- D. Corrosion-Resistant Coating: Coat with a corrosion-resistant coating capable of withstanding a 2500-hour salt-spray test according to ASTM B117.
  - 1. Standards:
    - a. ASTM B117 for salt spray.
    - b. ASTM D2794 for minimum impact resistance of 100 in-lb.
    - c. ASTM B3359 for cross-hatch adhesion of 5B.
  - 2. Application: Immersion.
  - 3. Thickness: 1 mil.

## **2.14 SOURCE QUALITY CONTROL**

- A. AHRI Compliance:
  - 1. Comply with AHRI 210/240 for testing and rating energy efficiencies for RTUs.
  - 2. Comply with AHRI 340/360 for testing and rating energy efficiencies for RTUs.
  - 3. Comply with AHRI 270 for testing and rating sound performance for RTUs.
- B. AMCA Compliance:
  - 1. Comply with AMCA 11 and bear the AMCA-Certified Ratings Seal for air and sound performance according to AMCA 211 and AMCA 311.
  - 2. Damper leakage tested according to AMCA 500-D.
  - 3. Operating Limits: Classify according to AMCA 99.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of RTUs.
- B. Examine roughing-in for RTUs to verify actual locations of piping and duct connections before equipment installation.
- C. Examine roofs for suitable conditions where RTUs will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Rooftop Unit to be supported by existing roof curb. Roof curb adaptor will be required for new Unit.

### **3.3 PIPING CONNECTIONS**

- A. Connect condensate drain pans using NPS 3/4, Schedule 40 PVC pipe. Extend to nearest equipment or roof drain. Construct deep trap at connection to drain pan and install cleanouts at changes in direction.

### **3.4 DUCT CONNECTIONS**

- A. Comply with duct installation requirements specified in other HVAC Sections. Drawings indicate general arrangement of ducts. The following are specific connection requirements:
  - 1. Install ducts to termination at top of roof curb.
  - 2. Connect supply ducts to RTUs with flexible duct connectors specified in Section 233300 "Air Duct Accessories."
  - 3. Install return-air duct continuously through roof structure.

### **3.5 ELECTRICAL CONNECTIONS**

- A. Connect electrical wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- C. Install electrical devices furnished by manufacturer, but not factory mounted, according

to NFPA 70 and NECA 1.

### 3.6 CONTROL CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.

### 3.7 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.
  - 2. Inspect for visible damage to unit casing.
  - 3. Inspect for visible damage to compressor, coils, and fans.
  - 4. Inspect internal insulation.
  - 5. Verify that labels are clearly visible.
  - 6. Verify that clearances have been provided for servicing.
  - 7. Verify that controls are connected and operable.
  - 8. Verify that filters are installed.
  - 9. Clean condenser coil and inspect for construction debris.
  - 10. Remove packing from vibration isolators.
  - 11. Verify lubrication on fan and motor bearings.
  - 12. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
  - 13. Start unit according to manufacturer's written instructions.
    - a. Start refrigeration system.
    - b. Do not operate below recommended low-ambient temperature.
    - c. Complete startup sheets and attach copy with Contractor's startup report.
  - 14. Inspect and record performance of interlocks and protective devices; verify sequences.
  - 15. Operate unit for an initial period as recommended or required by manufacturer.
  - 16. Calibrate thermostats.
  - 17. Adjust and inspect high-temperature limits.
  - 18. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
  - 19. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F above return-air temperature:
    - a. Coil leaving-air, dry- and wet-bulb temperatures.
    - b. Coil entering-air, dry- and wet-bulb temperatures.
    - c. Outdoor-air, dry-bulb temperature.
  - 20. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
  - 21. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.

- a. Supply-air volume.
  - b. Return-air volume.
  - c. Outdoor-air intake volume.
22. Simulate maximum cooling demand and inspect the following:
- a. Compressor refrigerant suction and hot-gas pressures.
  - b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.
23. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

### **3.8 ADJUSTING**

- A. Adjust damper linkages for proper damper operation.
- B. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC" for air-handling system testing, adjusting, and balancing.
- C. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions.

### **3.9 CLEANING**

- A. After completing system installation and testing, adjusting, and balancing RTUs and air-distribution systems, clean RTUs internally to remove foreign material and construction dirt and dust. Clean fan wheels, cabinets, dampers, coils, and filter housings, and install new, clean filters.

### **3.10 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections with the assistance of a factory-authorized service representative.
- C. Tests and Inspections:
  - 1. After installing RTUs and after electrical circuitry has been energized, test units for compliance with requirements.
  - 2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
  - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- D. RTU will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

**3.11 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain RTUs.
- B. Reference Section 017900 "Demonstration and Training" for additional requirements.

**END OF SECTION 237416.11**

## **SECTION 238123.11 – SMALL CAPACITY, COMPUTER-ROOM AIR-CONDITIONERS, FLOOR-MOUNTED UNITS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Small capacity, computer-room air-conditioners, floor-mounted units.

#### **1.2 DEFINITIONS**

- A. COP: Coefficient of performance.
- B. EER: Energy efficiency ratio.
- C. SCR: Silicon controlled rectifier.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include material descriptions, dimensions of individual components and profiles, and finishes for computer-room air-conditioning units.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For computer-room air conditioners to include in emergency, operation, and maintenance manuals.

#### **1.5 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Filters: One set(s) of filters for each unit.

#### **1.6 WARRANTY**

- A. Special Warranty: Manufacturer agrees to repair or replace components of computer-room air conditioners that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE Compliance:
  1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."

### **2.2 SMALL CAPACITY, COMPUTER-ROOM AIR-CONDITIONERS, FLOOR-MOUNTED UNITS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Airedale International Air Conditioning LTD.
  2. Liebert; Vertiv Holdings Co.
  3. Stulz Air Technology Systems, Inc.
- B. Description: Self-contained, factory assembled, prewired, and prepiped; consisting of cabinet, fan, filters, and controls; for vertical floor mounting in downflow configuration.
- C. Cabinet and Frame: 20 gauge steel, powder coated with ¼ turn fasteners for quick panel removal. Insulated with 1-1/2 lb insulation, 1-inch- thick front and rear panels; ½ inch-thick side panels.
  1. Floor Stand: Welded tubular steel, sized to match existing raised access floor, with adjustable legs and vibration isolation pads.
  2. Finish of Interior Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
  3. Unit with two-way, powder-coated insulated air distribution plenum.
- D. Supply-Air Fan: Plug type, integral direct drive with backward curved blades and Electronically Commutated DC motor.
- E. Downflow plenum: 20 gauge steel, powder coated with 1-inch- thick, 1-1/2 lb insulation.
- F. Refrigeration System:
  1. Compressor: Digital Scroll, variable capacity, with oil strainer, internal motor overload protection, resilient suspension system, and crankcase heater.
  2. Refrigeration Circuit:



- a. Low-pressure switch.
  - b. Manually reset, high-pressure switch.
  - c. Thermal-expansion valve with external equalizer.
  - d. Sight glass with moisture indicator.
  - e. Service shutoff valves.
  - f. Charging valves.
  - g. Refrigerant charge.
- 3. Refrigerant: R-410A.
  - 4. Refrigerant Evaporator Coil: Direct-expansion coil of seamless copper tubes expanded into aluminum fins, with two circuits, each with solenoid valve.
  - 5. Refrigerant line sets.
  - 6. Remote Air-Cooled Refrigerant Condenser:
    - a. Integral, copper-tube aluminum-fin coil.
    - b. Condenser with surge protection device (SPD) and locking disconnect in the enclosed electrical panel section.
  - 7. Fan:
    - a. Direct-drive, variable-speed propeller type.
  - 8. Split system shall have suction- and liquid-line compatible fittings and refrigerant piping for field interconnection.
- G. Filter: 2-inch- thick, disposable, pleated, glass-fiber media.
- 1. Filter Minimum Efficiency Reporting Value:
    - a. MERV Rating: MERV 8 according to ASHRAE 52.2.
- H. Electric Reheat: Low watt density 304/304 stainless steel fin tubular electric reheat elements to control room dry bulb temperature.
- I. Infrared Humidifier: High-intensity quartz lamps mounted above stainless-steel evaporator pan, serviceable without disconnecting water, drain, or electrical connections; prepiped and located in bypass airstream; with field adjustable flush-cycle timer and solenoid drain valve. Air-gap of 1 inch within the water supply piping to prevent backflow.
- 1. Water sensor: Hermetically sealed solid state. Activates an alarm in the presence of moisture.
- J. Disconnect Switch:
- 1. Locking-type, fused disconnect with handle accessible with the door closed.
  - 2. Non-locking, non-automatic, molded-case circuit breaker with handle accessible when panel is closed and capable of preventing access until switched to off position.
- K. Control System:

1. Microprocessor unit-mounted panel to monitor and change temperature and humidity set points and sensitivities of the unit and unit alarms. High-definition color touchscreen, 7 inch minimum. Menu driven with password protection.
2. Fan contactor.
3. Compressor contactor.
4. Compressor start capacitor.
5. Control transformer with circuit breaker.
6. Solid-state temperature- and humidity-control modules.
7. Humidity contactor.
8. Time-delay relay.
9. Heating contactor.
10. Smoke sensor.
11. High-temperature thermostat.
12. BACnet IP connectivity to Building Automation System for monitoring and management.

L. Fan Motors:

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load does not require motor to operate in service factor range above 1.0.
2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in electrical Sections.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine walls, floors, and roofs for suitable conditions where computer-room air conditioners will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Install computer-room air conditioners level and plumb, maintaining manufacturer's recommended clearances. Install according to AHRI Guideline B.
- B. Air-Cooled Refrigerant Condenser Mounting: Install using elastomeric pads on concrete base.
  1. Minimum Deflection: 1/4 inch.

### **3.3 CONNECTIONS**

- A. Piping installation requirements are specified in other heating, ventilating, and air-conditioning Sections.
- B. Where installing piping adjacent to computer-room air conditioners, allow space for service and maintenance.
- C. Refrigerant Piping: Comply with applicable requirements in Section 232300 "Refrigerant Piping." Provide shutoff valves and piping.

### **3.4 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Inspect for and remove shipping bolts, blocks, and tie-down straps.
  - 2. After installing computer-room air conditioners and after electrical circuitry has been energized, test for compliance with requirements.
  - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Computer-room air conditioners will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. After startup service and performance test, change filters and flush humidifier.

### **3.5 ADJUSTING**

- A. Adjust initial temperature and humidity set points.
- B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- C. Occupancy Adjustments: When requested within 6 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

### **3.6 DEMONSTRATION**

- A. Train Owner's maintenance personnel to adjust, operate, and maintain computer-room air

conditioners.

- B. Reference Section 017900 "Demonstration and Training" for additional requirements.

**END OF SECTION 238123.11**

# **SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Copper building wire.
  - 2. Connectors and splices.

## **PART 2 - PRODUCTS**

### **2.1 COPPER BUILDING WIRE**

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- D. Conductor Insulation:
  - 1. Type THHN, and, Type THWN-2. Comply with UL 83.
  - 2. Type XHHW-2. Comply with UL 44.

### **2.2 CONNECTORS AND SPLICES**

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.

2. Type: One hole with standard barrels.
3. Termination: Compression.

## **PART 3 - EXECUTION**

### **3.1 CONDUCTOR MATERIAL APPLICATIONS**

#### **A. Branch Circuits:**

1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
2. Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

### **3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS**

#### **A. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.**

### **3.3 INSTALLATION, GENERAL**

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

### **3.4 CONNECTIONS**

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

### 3.5 IDENTIFICATION

- A. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### 3.6 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. Perform each of the following visual and electrical tests:
    - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
    - b. Test bolted connections for high resistance using one of the following:
      - 1) A low-resistance ohmmeter.
      - 2) Calibrated torque wrench.
      - 3) Thermographic survey.
    - c. Inspect compression-applied connectors for correct cable match and indentation.
    - d. Inspect for correct identification.
    - e. Inspect cable jacket and condition.
    - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
    - g. Continuity test on each conductor and cable.
    - h. Uniform resistance of parallel conductors.
  - B. Cables will be considered defective if they do not pass tests and inspections.
  - C. Prepare test and inspection reports to record the following:
    - 1. Procedures used.
    - 2. Results that comply with requirements.
    - 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

**END OF SECTION 260519**

# **SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Grounding and bonding connectors.

## **PART 2 - PRODUCTS**

### **2.1 GROUNDING AND BONDING CONDUCTORS**

- A. Equipment Grounding Conductor:
  - 1. General Characteristics: 600 V, THHN/THWN-2, copper wire or cable, green color, in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Isolated Equipment Grounding Conductor:
  - 1. General Characteristics: 600 V, THHN/THWN-2, copper wire or cable, green color with one or more yellow stripes, in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

### **2.2 GROUNDING AND BONDING CONNECTORS**

- A. Source Limitations: Obtain products from single manufacturer.
- B. Performance Criteria:
  - 1. Regulatory Requirements:
    - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
  - 2. Listing Criteria:
    - a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.
    - b. Grounding and Bonding Equipment for Communications: UL CCN KDSH; including UL 467.



## **2.3 GROUNDING (EARTHING) ELECTRODES**

- A. Description: Grounding electrodes include rod electrodes, ring electrodes, metal underground water pipes, metal building frames, concrete-encased electrodes, and pipe and plate electrodes.
- B. Source Limitations: Obtain products from single manufacturer.
- C. Performance Criteria:
  - 1. Regulatory Requirements:
    - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
  - 2. Listing Criteria:
    - a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine facility's grounding electrode system and equipment grounding for compliance with requirements for maximum ground-resistance level and other conditions affecting performance of grounding and bonding of electrical system.
- B. Inspect test results of grounding system measured at point of electrical service equipment connection.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with connection of electrical service equipment only after unsatisfactory conditions have been corrected.

### **3.2 SELECTION OF GROUNDING AND BONDING CONDUCTORS**

- A. Conductors: Install solid conductor for 8 AWG and smaller, and stranded conductors for 6 AWG and larger unless otherwise indicated.
- B. Custom-Length Insulated Equipment Bonding Jumpers: 6 AWG, 19-strand, Type THHN.
- C. Bonding Cable: 28 kcmil, 14 strands of 17 AWG conductor, 1/4 inch in diameter.
- D. Bonding Conductor: 4 AWG or 6 AWG, stranded conductor.

- E. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch wide and 1/16 inch thick.

### 3.3 SELECTION OF CONNECTORS

- A. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.

### 3.4 INSTALLATION

- A. Comply with manufacturer's published instructions.
- B. Reference Standards:
  - 1. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Special Techniques:
  - 1. Conductors:
    - a. Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
  - 2. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
    - a. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
    - b. Make connections with clean, bare metal at points of contact.
    - c. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
    - d. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
    - e. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
    - f. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

- 1) Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate adjacent parts.
  - 2) Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3) Use exothermic-welded connectors for outdoor locations; if disconnect-type connection is required, use bolted clamp.
- g. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

### 3.5 FIELD QUALITY CONTROL

#### A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with calibrated torque wrench in accordance with manufacturer's published instructions.
3. Test completed grounding system at each location where maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before conductors are connected.
  - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
  - b. Perform tests by fall-of-potential method in accordance with IEEE Std 81.
  - c. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

#### B. Nonconforming Work:

1. Grounding system will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective components and retest.

#### C. Collect, assemble, and submit test and inspection reports.

1. Report measured ground resistances that exceed the following values:
  - a. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10  $\Omega$ .
  - b. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5  $\Omega$ .
  - c. Power and Lighting Equipment or System with Capacity More Than 1000

- kVA: 3  $\Omega$ .
- d. Power Distribution Units or Panelboards Serving Electronic Equipment: 3  $\Omega$ .
- e. Substations and Pad-Mounted Equipment: 5  $\Omega$ .

### 3.6 PROTECTION

- A. After installation, protect grounding and bonding cables and equipment from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

**END OF SECTION 260526**

## **SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section Includes:

1. Support, anchorage, and attachment components.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D635.

#### **2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS**

A. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

B. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
2. Hanger Rods: Threaded steel.

### **PART 3 - EXECUTION**

#### **3.1 SELECTION**

A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA NEIS 101
2. NECA NEIS 102.
3. NECA NEIS 105.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERMC as scheduled in NECA NEIS 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size

must be 1/4 inch in diameter.

- C. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2 inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

### **3.2 INSTALLATION OF SUPPORTS**

- A. Comply with NECA NEIS 101 for installation requirements.

### **3.3 PAINTING**

- A. Touchup:

- 1. Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

- a. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

**END OF SECTION 260529**

## **SECTION 260533.13 - CONDUITS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Type EMT duct raceways and elbows.
  - 2. Type ENT duct raceways and fittings.
  - 3. Type FMC duct raceways.
  - 4. Fittings for conduit, tubing, and cable.
- B. Related Requirements:
  - 1. Section 260529 "Hangers and Supports for Electrical Systems" specifies conduit hangers and supports referenced by this Section.

#### **1.2 QUALIFICATIONS**

- A. Electrical Power Testing (EPT) Technician III: Possessing active NICET EPT Level III certification. Able to manage switching procedures; conduct tests of complex equipment; analyze test and equipment data; plan a job; and lead a team. Has experience performing NFPA 70B, IEEE, and NETA electrical tests.
- B. Electrical Power Testing (EPT) Technician IV: Possessing active NICET EPT Level IV certification. Able to conduct tests of complex metering and relay systems; evaluate tests, test equipment, test results, and power system performance; recommend actions to maintain or improve system performance; and lead multi-team projects.
- C. Electrical Power Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.
- D. ERMC-S-PVC Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by ERMC-S-PVC manufacturer prior to starting installation.
- E. Communications Testing and Inspecting Agency: Entity possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Products or components listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having

jurisdiction, and marked for intended location and application.

## **2.2 TYPE EMT DUCT RACEWAYS AND ELBOWS**

- A. UL FJMX - Stainless Steel Electrical Metal Tubing (EMT-SS) and Elbows:
  - 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
    - a. UL CCN FJMX; including UL 797A.
  - 2. Standard Features:
    - a. Material: Stainless steel.
    - b. Minimum Trade Size: Metric designator 21 (trade size 3/4).
- B. UL FJMX - Steel Electrical Metal Tubing (EMT-S) and Elbows:
  - 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
    - a. UL CCN FJMX; including UL 797.
  - 2. Standard Features:
    - a. Material: Steel.
    - b. Exterior Coating: Zinc.
    - c. Interior Coating: Zinc with organic top coating.
    - d. Minimum Trade Size: Metric designator 21 (trade size 3/4).

## **2.3 TYPE ENT DUCT RACEWAYS AND FITTINGS**

- A. UL FKHU - Electrical Nonmetallic Tubing (ENT) and Fittings:
  - 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
    - a. UL CCN FKHU; including UL 1653.

## **2.4 TYPE FMC DUCT RACEWAYS**

- A. UL DXUZ - Steel Flexible Metal Conduit (FMC-S):
  - 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:



- a. UL CCN DXUZ; including UL 1.
  - 2. Standard Features:
    - a. Material: Steel.
    - b. Minimum Trade Size: Metric designator 21 (trade size 3/4).
- B. UL DXUZ - Aluminum Flexible Metal Conduit (FMC-A):
- 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
    - a. UL CCN DXUZ; including UL 1.
  - 2. Standard Features:
    - a. Material: Aluminum.
    - b. Minimum Trade Size: Metric designator 21 (trade size 3/4).

## **PART 3 - EXECUTION**

### **3.1 SELECTION OF CONDUITS FOR ELECTRICAL SYSTEMS**

- A. Unless more stringent requirements are specified in the Contract Documents or manufacturer's published instructions, comply with NFPA 70 for selection of duct raceways.
- B. Outdoors:
  - 1. Exposed and Subject to Physical Damage: Corrosion-resistant EMT.
  - 2. Exposed and Not Subject to Physical Damage: Corrosion-resistant EMT.
  - 3. Concealed Aboveground: EMT.
- C. Indoors:
  - 1. Exposed and Subject to Physical Damage: EMT.
  - 2. Exposed and Not Subject to Physical Damage: EMT.
  - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  - 4. Damp or Wet Locations: Corrosion-resistant EMT.
  - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC.
- D. Duct Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
  - 1. ERM and IMC: Provide threaded-type fittings unless otherwise indicated.

### **3.2 INSTALLATION OF CONDUITS FOR ELECTRICAL SYSTEMS**

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in the Contract Documents or manufacturer's published instructions, comply with the following:
  - 1. Electrical Construction: ICC IBC, ICC IFB, NFPA 1, NFPA 70, and NECA NEIS 1.
  - 2. Electrical Safety: NFPA 70E.
  - 3. Grounding and Bonding: NECA NEIS 331 and Article 250 of NFPA 70.
  - 4. Communications Work: BICSI N1.
  - 5. Work in Confined Spaces: NFPA 350.
  - 6. Type EMT-SS: Article 358 of NFPA 70 and NECA NEIS 101.
  - 7. Type EMT-S: Article 358 of NFPA 70 and NECA NEIS 101.
  - 8. Type ENT: Article 362 of NFPA 70 and NECA NEIS 102.
  - 9. Type ERMC-A: Article 344 of NFPA 70 and NECA NEIS 102.
  - 10. Type FMC-S: Article 348 of NFPA 70 and NECA NEIS 101.
  - 11. Type FMC-A: Article 348 of NFPA 70 and NECA NEIS 102.
- C. Interfaces with Other Work:
  - 1. Firestop penetrations of fire-rated floor and wall assemblies.
  - 2. Provide conduit hangers and supports.

### **3.3 FIELD QUALITY CONTROL OF CONDUITS FOR ELECTRICAL SYSTEMS**

- A. Tests and Inspections:
  - 1. Perform manufacturer's recommended tests and inspections.
- B. Nonconforming Work:
  - 1. Conduit will be considered defective if it does not pass tests and inspections.
  - 2. Remove and replace defective units and retest.
- C. Field Quality-Control Reports: Collect, assemble, and submit test and inspection reports.

### **3.4 CLEANING**

- A. Verify that bentonite or other drilling fluids are contained and removed, and site is restored to its original or improved condition.

### **3.5 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by

manufacturer.

**END OF SECTION 260533.13**

**APPENDIX A**  
**FIRESTONE ROOF WARRANTY**

# FIRESTONE WARRANTY CONTRACT SUMMARY



Warranty No: 700399014  
Project No: 3755228  
Start Date: 11/18/2020

Building Identification: Missouri Lottery Headquarters  
Building Address: 1823 Southridge Dr, Jefferson City, MO 65109-5645  
Building Owner: State of Missouri Office of Administration  
Roofing Contractor: BETTY FOSTER ROOFING LLC, 40012213

West side

Firestone Red Shield - TPO - 20 Year - 72 mph

Square Footage: 25,100

East Side

Firestone Red Shield - TPO - 20 Year - 72 mph

Square Footage: 43,300

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

Page 1 of 3

1002.001.2015

**Firestone**  
Firestone Building Products

# FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS AND LIMITATIONS



**Warranty No: 700399014**  
**Project No: 3755228**  
**Start Date: 11/18/2020**

**Building Identification: Missouri Lottery Headquarters**  
**Building Address: 1823 Southridge Dr, Jefferson City, MO 65109-5645**  
**Building Owner: State of Missouri Office of Administration**  
**Roofing Contractor: BETTY FOSTER ROOFING LLC, 40012213**

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

## GENERAL TERMS, CONDITIONS AND LIMITATIONS

**Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

**Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at <http://firestonebpco.com/> in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Failure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials; or Failure to correct all installation deficiencies listed in any Firestone inspection report.

**Overburden.** Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

**Term.** The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone approval.

**Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

**Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

**Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty or relating to any material supplied or specifically required by Firestone shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

**Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its rules on conflict of laws.

**Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.**

200 4th Avenue South, Nashville, TN 37201  
1-800-428-4442  
[www.firestonebpco.com](http://www.firestonebpco.com)

**Firestone**  
Firestone Building Products

# FIRESTONE RED SHIELD ROOF SYSTEM LIMITED WARRANTY



Warranty No: 700399014  
Project No: 3755228  
Start Date: 11/18/2020

Building Identification: Missouri Lottery Headquarters  
Building Address: 1823 Southridge Dr, Jefferson City, MO 65109-5645  
Building Owner: State of Missouri Office of Administration  
Roofing Contractor: BETTY FOSTER ROOFING LLC, 40012213

## West side

Firestone Red Shield - TPO - 20 Year - 72 mph

Square Footage: 25,100

## East Side

Firestone Red Shield - TPO - 20 Year - 72 mph

Square Footage: 43,300

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand material due to normal weathering or any manufacturing or workmanship defect in the System within the scope of this warranty during the period specified above.

## TERMS, CONDITIONS AND LIMITATIONS

**Products Covered.** The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.

**Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

**Investigation.** Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.

**No Dollar Limit (NDL).** If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.

**Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by:

Hail

Winds of peak gust speed at or in excess of 72 mph calculated at ten(10) meters above ground using available meteorological data: (All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements);

Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.

Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or,

Failure to give proper notice as set forth in paragraph above.

**Transfer.** This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

**Alteration.** Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC  
By: Michael Huber

Authorized  
Signature:

Title: Director of Warranty Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

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**Firestone**  
Firestone Building Products