

# PROJECT MANUAL

*Replace Standby Generator  
Troop F Headquarters  
Jefferson City, Missouri*

Designed By: Mid MO Engineering Alliance, Inc.  
2009 Scenic Dr.  
Jefferson City, MO 65101

Date Issued: December 18, 2023

Project No.: R2311-01

STATE *of* MISSOURI

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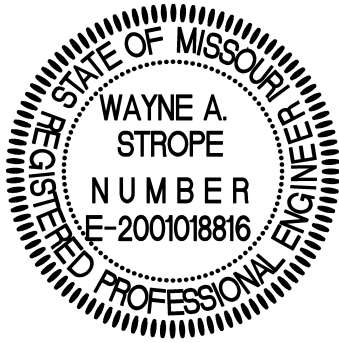
OFFICE *of* ADMINISTRATION  
Facilities Management, Design & Construction

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**SECTION 00 0107 - PROFESSIONAL SEALS AND CERTIFICATIONS**

PROJECT NUMBER: R2311-01

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:



EXPIRES: 12-31-23

A handwritten signature in blue ink that reads "Wayne A. Strope".

Wayne A. Strope, PE  
MMEA Engineers

**END OF SECTION 00 0107**

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## SECTION 00 0115 - 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>
1.	Cover Sheet	G-001	12/18/2023
2.	Basement Electrical Demolition and Renovation Plans	E-101	12/18/2023
3.	First Floor Electrical Plan and Risers	E-102	12/18/2023
4.	Electrical Equipment Schedules	E-201	12/18/2023

**END OF SECTION 00 0115**

## 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 Standby Generator  
Troop F Headquarters  
Jefferson City, Missouri  
**Project No.: R2311-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, June 4, 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 the standby generator
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. **\*\*NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

### 5.0 PRE-BID MEETING:

- A. Place/Time: 9 AM, May, 21, 2024, at Troop F Headquarters, 2920 Shamrock Rd., 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 \$30.00** 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: Mid MO Engineering Alliance, Inc., Wayne Strobe, 573-636-2116, email: [wayne@mmeaeng.com](mailto:wayne@mmeaeng.com)
- B. Project Manager: Michael Schrader, 573-536-7105, email: [michael.schrader@oa.mo.gov](mailto:michael.schrader@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 signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

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

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

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

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

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

#### **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 an 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://oa.mo.gov/sites/default/files/sdvelisting.pdf>) or the Department of Veterans Affairs' directory (<https://vetbiz.va.gov/basic-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 Standby Generator  
Troop F Headquarters  
Jefferson City, Missouri**

**Project Number:**                **R2311-01**

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

## **ARTICLE 3. LIQUIDATED DAMAGES**

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

**ARTICLE 4. CONTRACT SUM**

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

Base Bid: \$  
Alternate No. 1: \$  
Alternate No. 2: \$

**TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)**

**UNIT PRICES:** The Owner accepts the following Unit Prices:

For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included, change orders may be issued for the increased or decreased amount.

**ARTICLE 5. PREVAILING WAGE RATE**

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

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

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

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

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

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

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

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

#### **ARTICLE 7. CONTRACT DOCUMENTS**

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

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

YEAR
------

NOTARY PUBLIC SIGNATURE
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MY COMMISSION EXPIRES
-----------------------

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

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at  
 \_\_\_\_\_  
 (ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this            day of            , 20    .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

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

State of \_\_\_\_\_ personally came and appeared \_\_\_\_\_

(NAME)

of the \_\_\_\_\_

(POSITION)

(NAME OF THE COMPANY)

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

and with Wage Determination No: \_\_\_\_\_ issued by the

Department of Labor and Industrial Relations, State of Missouri on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

in carrying out the contract and working in connection with \_\_\_\_\_

(NAME OF PROJECT)

Located at \_\_\_\_\_ in \_\_\_\_\_ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSER OR BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

**USE RUBBER STAMP IN CLEAR AREA BELOW**

DAY OF

YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

# 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: Wayne Strobe  
Mid MO Engineering Alliance, INC.  
2009 Scenic Dr.  
Jefferson City, MO 65101  
Telephone: 573-636-2116  
Email: [wayne@mmeaeng.com](mailto:wayne@mmeaeng.com)

MONG Project Manager /  
Construction Representative: Dustin Cooper  
Missouri National Guard-CFMO Office  
6819a North Boundary Road  
Jefferson City, Missouri 65101  
Telephone: 573-526-0711  
Email: [dustin.cooper@oa.mo.gov](mailto:dustin.cooper@oa.mo.gov)

**\*\*OR\*\***

Construction Representative: Dustin Cooper  
Division of Facilities Management, Design and Construction  
301 W High St.  
Jefferson City  
Telephone: 573-526-0711  
Email: [dustin.cooper@oa.mo.gov](mailto:dustin.cooper@oa.mo.gov)

Project Manager: Michael Schrader  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-536-7105  
Email: [michael.schrader@oa.mo.gov](mailto:michael.schrader@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 1 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 1 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.

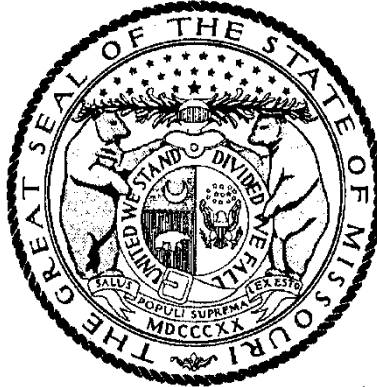
### 5.0 SAFETY REQUIREMENTS

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 01 1000 - 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 Replacement of the Standby Generator.
  - 1. Project Location: Troop F Headquarters Building, 2920 Shamrock Rd, Jefferson City, Missouri 65101.
  - 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 December 18, 2023 were prepared for the Project by MMEA Engineers.
- C. The Work under base bid consists of the replacement of the standby generator with a new larger standby generator and automatic transfer switch. An Alternate #1 which is a replacement for the existing radio/computer equipment UPS. An Alternate #2 which is the addition of a building wide UPS system.
- D. The Work will be constructed under a single prime contract.

#### 1.3 WORK UNDER OTHER CONTRACTS

- A. No work under other contracts.

#### 1.4 WORK SEQUENCE

- A. The Work will be conducted as follows:
  - 1. Replacement of the standby generator will be conducted in one phase.

#### 1.5 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.



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

## **1.6 OCCUPANCY REQUIREMENTS**

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

**END OF SECTION 01 1000**

## SECTION 01 2100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 WEATHER ALLOWANCE

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

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

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALLOWANCES**

- A. Weather Allowance: Included within the completion period for this Project are five (5) “bad weather” days.

**END OF SECTION 01 2100**

## SECTION 01 2300 - 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 workdays 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: Provide replacement PDU for radio/computer equipment. See drawing E-102 for information pertaining to Alternate No. 1.
- B. Alternate No. 2: Provide a new UPS system for the entire building electrical service. If Alternate No. 2 is accepted, then Alternate No. 1 will not be required. See drawings E-101 and E-102 for information pertaining to Alternate No. 1.

**END OF SECTION 01 2300**

## **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 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 01 2600**

## SECTION 01 3100 - 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 01 3200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
  - 2. Articles 1.8.B and 1.8.C of Section 00 7213 "General Conditions" for coordinating meetings onsite.
  - 3. Article 5.4.H of Section 00 7213 "General Conditions" for coordinating Closeout of the Contract.

#### 1.3 COORDINATION

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



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

#### **1.4 SUBMITTALS**

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Key Personnel Names: Within fifteen (15) workdays 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 00 7213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related RFIs
    - d. Related Contract Changes
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. 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 & number
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 01 3100**

## SECTION 01 3115 - 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 01 3300 - Submittals
- C. Division 1, Section 01 2600 – 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.

- a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
- b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
- c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

- 1. Providing suitable computer systems for each licensed user at the users normal work location<sup>1</sup> with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
- 2. Each of the above referenced computer systems shall have the following minimum system<sup>2</sup> and software requirements:
  - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
    - 1) Operating System: Windows XP or newer
    - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
    - 3) Minimum Recommend Connection Speed: 256K or above

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

<sup>2</sup> 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.

- 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 01 3115**

## 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 01 3200**

## SECTION 01 3300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:

1. Shop Drawings
2. Product Data
3. 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 24"x36".

## **1.5 PRODUCT DATA**

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

## **1.6 SAMPLES**

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  - 1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:
    - a. Specification Section number and reference
    - b. Generic description of the Sample
    - c. Sample source
    - d. Product name or name of the Manufacturer
    - e. Compliance with recognized standards
    - f. Availability and delivery time
  - 2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.

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

## 1.7 QUALITY ASSURANCE DOCUMENTS

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

## 1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
260519	Low Voltage Conductors & Cables	Product Data
260519	Low Voltage Conductors & Cables	Operation / Maintenance Manual
260526	Grounding and Bonding	Product Data
260526	Grounding and Bonding	Operation / Maintenance Manual
260529	Hangers	Product Data
260529	Hangers	Operation / Maintenance Manual
260534	Conduit	Product Data
260534	Conduit	Operation / Maintenance Manual
260537	Boxes	Product Data
260537	Boxes	Operation / Maintenance Manual
262416	Panelboards	Product Data
262416	Panelboards	Operation / Maintenance Manual
262813	Fuses	Product Data
262813	Fuses	Operation / Maintenance Manual
262817	Enclosed Circuit Breakers	Product Data
262817	Enclosed Circuit Breakers	Operation / Maintenance Manual
263213	Engine Generators	Product Data
263213	Engine Generators	Operation / Maintenance Manual
263353	Uninterruptible Power Supply	Product Data
263353	Uninterruptible Power Supply	Operation / Maintenance Manual
263600	Transfer Switches	Product Data
263600	Transfer Switches	Operation / Maintenance Manual

**END OF SECTION 01 3300**



## **SECTION 013513.25 - SITE SECURITY AND HEALTH REQUIREMENTS (MSHP)**

### **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 MSHP SECURITY CLEARANCE REQUIREMENTS**

- A. Contractor Background Screening Policy: As a normal business activity, the Missouri State Highway Patrol (MSHP) may contract with external companies to perform various duties for the Missouri State Highway Patrol. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. A contractor's proposed candidate may also be required to undergo a MSHP approved drug screening. This background check requirement will be included as part of all PAQs or solicitations for bids. The contract/PAQ award is contingent upon the proposed candidate background checks being completed.
- B. This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States, the contractor will submit similar documentation from their respective country. Qualification to work on contract will be based upon the following criteria:

1. A felony conviction or guilty plea will be an automatic disapproval of the candidate.
  2. Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
  3. Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
  4. Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.
- C. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.
- D. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.
- E. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.
- F. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.
- G. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.
- H. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.
- I. Contractors working on-site and/or need escorted access are required to provide name, date of birth and social security number to enable the MSHP to run a name based background check prior to their arrival on-site.
- J. Contractors working on-site with unescorted access and/or need access to our network are required to submit fingerprints. Required fields for print cards are as follows:
1. ORI: MOMHP0070
  2. OCA: CONTRACTOR
  3. Employer and Address: COMPANY NAME AND ADDRESS
  4. Reason Fingerprinted: CONTRACTOR
- K. Contractors may submit fingerprints either at the MSHP General Headquarters, Annex Building, front office located at 1510 East Elm Street, Jefferson City, MO 65109, or may go to their local law enforcement agency to obtain a "copy" of their fingerprints (ten print or digital). There is a processing fee of \$33.25 per applicant. We accept check or money orders made

payable to the "Criminal Record System Fund". Credit card and debit cards only accepted at our location, no cash please. Fingerprints with processing fee can be mailed to the address below:

1. Missouri State Highway Patrol
2. Criminal Justice Information Services Division
3. Attn: Accounting, Annex Bldg.
4. 1510 East Elm Street
5. Post Office Box 9500
6. Jefferson City, MO 65102-9500

- L. Once background checks are completed, results will be returned via encrypted email to the requestor. Processing time varies. Please contact the Security Audit and Compliance Unit for questions at 573-526-6153 x2658.

### **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 01 3513.25**

## SECTION 01 4000 - QUALITY REQUIREMENTS

### 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 quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency

qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."

#### **1.4 DELEGATED-DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- B. Provide a special inspection for the Clean Agent Fire Suppression System to verify proper installation and operation.

#### **1.6 SPECIAL TESTS AND INSPECTIONS**

- A. Special Tests and Inspections: Contractor shall engage a qualified testing agency to conduct special tests and inspections required by the Engineer as the responsibility of the Contractor, as indicated in the Statement of Special Inspections attached to this Section, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Engineer and Owner promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Owner and to authorities having jurisdiction.



4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

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

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
  1. Submit log at Project closeout as part of Project Record Documents.

### **3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 01 4000**

## **SECTION 01 5000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sanitary facilities, including drinking water
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Waste disposal services
  - 3. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Barricades, warning signs, and lights

#### **1.3 SUBMITTALS**

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

#### **1.4 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”.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## **1.5 PROJECT CONDITIONS**

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

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Paint:
  - 1. Paint interior walls where damaged or patched with interior latex-flat wall paint to match existing surfaces.

### **2.2 EQUIPMENT**

- A. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- B. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

## **PART 3 - EXECUTION**

### **3.1 TEMPORARY UTILITY INSTALLATION**

- A. Water Service: The Owner will provide water for construction purposes from the existing building system.
- B. Electric Power Service: The Owner will provide electric power for construction lighting and power tools

- C. Toilets: The Contractor will be allowed to use building toilet facilities as designated by the Owner's representative.
- D. Drinking-Water Facilities: The Contractor will be allowed to use building drinking fountains as designated by the Owner's representative.

### **3.2 SUPPORT FACILITIES INSTALLATION**

- A. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- B. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- C. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

### **3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- B. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- C. The LAN room computer equipment shall remain operational during construction. The Contractor shall be responsible for protecting the existing equipment within the space from dust, debris, and water damage during construction. The Contractor shall be responsible for thoroughly cleaning the LAN space and computer equipment upon completion of construction.

### **3.4 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.

**END OF SECTION 01 5000**

## SECTION 01 7400 - 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 place designated for their storage.
2. 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.

### 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 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. Remove labels that are not permanent labels.
10. 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 of "UL" or similar labels, including mechanical and electrical nameplates.
11. Leave the Project clean and ready for occupancy.

C. 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 01 7400**

## **SECTION 017900 - DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 INFORMATIONAL SUBMITTALS**

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

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Engineer.
    - d. Name of Contractor.
    - e. Date of video recording.
  - 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
  - 3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.



## **1.5 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Coordination". Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. 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.

## **1.6 COORDINATION**

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

## **PART 2 - PRODUCTS**

### **2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.

- d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
2. Documentation: Review the following items in detail:
- a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.

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

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

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

#### **3.2 INSTRUCTION**

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
  - 3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

**END OF SECTION 01 7900**

## SECTION 26 0501 - MINOR ELECTRICAL DEMOLITION

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Electrical demolition.

#### 1.02 RELATED REQUIREMENTS

### PART 2 PRODUCTS

#### 2.01 MATERIALS AND EQUIPMENT

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

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Engineer before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

#### 3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - 2. Notify local fire service.
  - 3. Make notifications at least 24 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.
- F. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner at least 24 hours before partially or completely disabling system.
  - 2. Notify telephone utility company at least 24 hours before partially or completely disabling system.
  - 3. Make temporary connections to maintain service in areas adjacent to work area.

#### 3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with

applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:

1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
  2. PCB- and DEHP-containing lighting ballasts.
  3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
  - C. Remove abandoned wiring to source of supply.
  - D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
  - E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
  - F. Repair adjacent construction and finishes damaged during demolition and extension work.
  - G. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

#### **3.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

**END OF SECTION 26 0501**

## SECTION 26 0519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Wire pulling lubricant.

#### 1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.

#### 1.3 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- G. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- J. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- L. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- M. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- N. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- O. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.



3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

## **1.5 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

## **1.7 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F (-10 degrees C), unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

## **PART 2 PRODUCTS**

### **2.1 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Metal-clad cable is permitted only as follows:
  1. Where not otherwise restricted, may be used:
    - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
      - 1) Maximum Length: 6 feet (1.8 m).

### **2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
  3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
  1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet (23 m): 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet (46 m): 8 AWG, for voltage drop.

- 3) 20 A, 277 V circuits longer than 150 feet (46 m): 10 AWG, for voltage drop.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  - J. Conductor Color Coding:
    1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
    2. Color Coding Method: Integrally colored insulation.
    3. Color Code:
      - a. Equipment Ground, All Systems: Green.
      - b. Isolated Ground, All Systems: Green with yellow stripe.
      - c. Travelers for 3-Way and 4-Way Switching: Pink.
      - d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

## **2.3 SINGLE CONDUCTOR BUILDING WIRE**

- A. Manufacturers:
  1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
    - b. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
    - c. Southwire Company: [www.southwire.com](http://www.southwire.com).
    - d. Approved equal.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  1. Copper Building Wire: Type THHN/THWN.

## **2.4 METAL-CLAD CABLE**

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
  1. Size 10 AWG and Smaller: Solid.
  2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN/THWN.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.

## **2.5 WIRING CONNECTORS**

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

1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
  3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
  4. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
- C. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- D. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. Ideal Industries, Inc: [www.idealindustries.com](http://www.idealindustries.com).
    - c. NSI Industries LLC: [www.nsiindustries.com](http://www.nsiindustries.com).

## **2.6 WIRING ACCESSORIES**

- A. Electrical Tape:
1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com](http://www.plymouthrubber.com).
  2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. American Polywater Corporation: [www.polywater.com](http://www.polywater.com).
    - c. Ideal Industries, Inc: [www.idealindustries.com](http://www.idealindustries.com).

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as shown on the drawings.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 PREPARATION**

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

### 3.3 INSTALLATION

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
  - 4. Include circuit lengths required to install connected devices within 10 ft (3.0 m) of location shown.
  - 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  - 6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  - 7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are shown as separate, combining them together in a single raceway is permitted, under the following conditions:
    - a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
    - b. Increase size of conductors as required to account for ampacity derating.
    - c. Size raceways, boxes, etc. to accommodate conductors.
  - 8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- H. Terminate cables using suitable fittings.
  - 1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- I. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

- L. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

**END OF SECTION 26 0519**

## SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

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

#### 1.2 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

#### 1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install ground rod electrodes until final backfill and compaction is complete.

#### 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### PART 2 PRODUCTS

#### 2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding Electrode System:
  - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
    - a. Provide continuous grounding electrode conductors without splice or joint.
    - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
  - 2. Ground Ring:
    - a. Provide a ground ring encircling the building or structure consisting of bare copper conductor not less than 2 AWG in direct contact with earth, installed at a depth of not less than 30 inches (750 mm).
    - b. Provide connection from ground ring conductor to:
      - 1) Perimeter columns of metal building frame.
      - 2) Ground rod electrodes located as indicated.
- F. Bonding and Equipment Grounding:
  - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
  - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
  - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
  - 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
  - 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
  - 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

## 2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in addition to requirements of Section 26 0519:
  - 1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:
      - 1) Use bare copper conductors where installed underground in direct contact with earth.
      - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
  - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  - 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.

3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
    - a. Exceptions:
      - 1) Use exothermic welded connections for connections to metal building frame.
  4. Manufacturers - Exothermic Welded Connections:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. Cadweld, a brand of Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com](http://www.thermoweld.com).
- D. Ground Rod Electrodes:
1. Comply with NEMA GR 1.
  2. Material: Copper-bonded (copper-clad) steel.
  3. Size: 3/4 inch (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.
  4. Manufacturers:
    - a. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - b. Galvan Industries, Inc: [www.galvanelectrical.com](http://www.galvanelectrical.com).
    - c. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
- E. Ground Access Wells:
1. Description: Open bottom round or rectangular well with access cover for testing and inspection; suitable for the expected load at the installed location.
  2. Size: As required to provide adequate access for testing and inspection, but not less than minimum size requirements specified.
  3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 10 inches (250 mm).
  4. Cover: Factory-identified by permanent means with word "GROUND".
  5. Manufacturers:
    - a. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - b. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
    - c. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com](http://www.thermoweld.com).

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as shown on the drawings.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
- D. Make grounding and bonding connections using specified connectors.
  1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.



2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 26 0553.

### **3.3 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 4000.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.
- F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

**END OF SECTION 26 0526**

## SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

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

#### 1.2 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 0534 - Conduit: Additional support and attachment requirements for conduits.
- C. Section 26 0537 - Boxes: Additional support and attachment requirements for boxes.
- D. Section 26 2501 - Feeder and Plug-In Busway: Additional support and attachment requirements for busway.
- E. Section 26 5100 - Interior Lighting: Additional support and attachment requirements for interior luminaires.
- F. Section 26 5600 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.

#### 1.3 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
  - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 3000.

## 1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.1 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 100%. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
  - 3. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - d. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
  - 1. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - d. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:

1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
  1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Conduit Support and Attachment: Also comply with Section 26 0534.
- I. Box Support and Attachment: Also comply with Section 26 0537.
- J. Busway Support and Attachment: Also comply with Section 26 2501.
- K. Interior Luminaire Support and Attachment: Also comply with Section 26 5100.
- L. Exterior Luminaire Support and Attachment: Also comply with Section 26 5600.
- M. Secure fasteners according to manufacturer's recommended torque settings.
- N. Remove temporary supports.

### **3.2 FIELD QUALITY CONTROL**

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION 26 0529**

## SECTION 26 0534 – CONDUIT

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. Flexible metal conduit (FMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Electrical metallic tubing (EMT).
- F. Conduit fittings.

#### 1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- C. Section 26 0529 - Hangers and Supports for Electrical Systems.

#### 1.3 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- I. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- J. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- K. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- L. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- M. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.

4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
  5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

## **1.5 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

## **PART 2 PRODUCTS**

### **2.1 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- D. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- E. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
- G. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 8 feet (2.4 m), except within electrical and communication rooms or closets.
    - b. Where exposed below 20 feet (6.1 m) in production and plant storage areas.
- I. Connections to Vibrating Equipment:
1. Dry Locations: Use flexible metal conduit.
  2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
  3. Maximum Length: 6 feet (1.8 m) unless otherwise indicated.
  4. Vibrating equipment includes, but is not limited to:
    - a. Transformers.
    - b. Motors.
- J. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

## 2.2 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
  - 3. Flexible Connections to Luminaires: 3/8 inch (12 mm) trade size.
- E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## 2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Republic Conduit: [www.republic-conduit.com](http://www.republic-conduit.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## 2.4 INTERMEDIATE METAL CONDUIT (IMC)

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Republic Conduit: [www.republic-conduit.com](http://www.republic-conduit.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
- B. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.

4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## **2.5 FLEXIBLE METAL CONDUIT (FMC)**

- A. Manufacturers:
  1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).
- B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- C. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.

## **2.6 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Manufacturers:
  1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
  1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  3. Material: Use steel or malleable iron.

## **2.7 ELECTRICAL METALLIC TUBING (EMT)**

- A. Manufacturers:
  1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  2. Republic Conduit: [www.republic-conduit.com](http://www.republic-conduit.com).
  3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
  2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  3. Material: Use steel or malleable iron.
  4. Connectors and Couplings: Use compression (gland) type.
    - a. Do not use indenter type connectors and couplings.



## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. When conduit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Conceal all conduits unless specifically indicated to be exposed.
  - 4. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.
    - c. Within joists in areas with no ceiling.
  - 5. Unless otherwise approved, do not route conduits exposed:
    - a. Across floors.
    - b. Across roofs.
    - c. Across top of parapet walls.
    - d. Across building exterior surfaces.
  - 6. Conduits installed underground or embedded in concrete may only be routed as indicated on the drawings and or approved by Boone County Missouri in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  - 7. Arrange conduit to maintain adequate headroom, clearances, and access.
  - 8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
  - 9. Arrange conduit to provide no more than 150 feet (46 m) between pull points.
  - 10. Route conduits above water and drain piping where possible.
  - 11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  - 12. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
  - 13. Group parallel conduits in the same area together on a common rack.
- F. Conduit Support:
  - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- G. Connections and Terminations:
  - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.

2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
3. Use suitable adapters where required to transition from one type of conduit to another.
4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

H. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.

I. Underground Installation:

1. Minimum Cover, Unless Otherwise Indicated or Required:
  - a. Underground, Exterior: 24 inches (610 mm).

J. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:

1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

K. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:

1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

L. Provide grounding and bonding in accordance with Section 26 0526.

### 3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective conduits.

**3.4 CLEANING**

A. Clean interior of conduits to remove moisture and foreign matter.

**3.5 PROTECTION**

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

**END OF SECTION 26 0534**

## SECTION 26 0537 – BOXES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

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

#### 1.2 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.
- C. Section 26 0534 - Conduit:
  - 1. Conduit bodies and other fittings.
  - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.

#### 1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
  - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

## **1.5 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## **PART 2 PRODUCTS**

### **2.1 BOXES**

- A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

- B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
12. Wall Plates: Comply with Section 26 2726.
13. Manufacturers:
  - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
  - b. Hubbell Incorporated; Bell Products: [www.hubbell-bell.com](http://www.hubbell-bell.com).

- c. Hubbell Incorporated; RACO Products: [www.hubbell-raco.com](http://www.hubbell-raco.com).
  - d. O-Z/Gedney, a brand of Emerson Industrial Automation:  
[www.emersonindustrial.com](http://www.emersonindustrial.com).
  - e. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
- 1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  - 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
  - 3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
  - 4. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Hoffman, a brand of Pentair Technical Products: [www.hoffmanonline.com](http://www.hoffmanonline.com).
    - c. Hubbell Incorporated; Wiegmann Products: [www.hubbell-wiegmann.com](http://www.hubbell-wiegmann.com).
- D. Floor Boxes:
- 1. Description: Floor boxes compatible with floor box service fittings provided in accordance with Section 26 2726; with partitions to separate multiple services; furnished with all components, adapters, and trims required for complete installation.
  - 2. Manufacturer: Same as manufacturer of floor box service fittings.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- G. Box Locations:
  - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 3100 as required where approved by the Architect.
  - 2. Locate boxes so that wall plates do not span different building finishes.
  - 3. Locate boxes so that wall plates do not cross masonry joints.
  - 4. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
  - 5. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches (150 mm) horizontal separation unless otherwise indicated.

6. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0534.
  7. Locate junction and pull boxes in the following areas, unless otherwise indicated:
    - a. Concealed above accessible suspended ceilings.
    - b. Within joists in areas with no ceiling.
    - c. Electrical rooms.
    - d. Mechanical equipment rooms.
- H. Box Supports:
1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
  3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
- I. Install boxes plumb and level.
- J. Flush-Mounted Boxes:
1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6 mm) or does not project beyond finished surface.
  2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.
- K. Install boxes as required to preserve insulation integrity.
- L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- N. Close unused box openings.
- O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- P. Provide grounding and bonding in accordance with Section 26 0526.

### **3.3 CLEANING**

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

### **3.4 PROTECTION**

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

**END OF SECTION 26 0537**

## **SECTION 26 0548 - ELECTRICAL CONDUIT AND EQUIPMENT VIBRATION AND SEISMIC CONTROLS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Equipment support bases.
- B. Vibration isolators.
- C. Seismic snubber assemblies.
- D. Seismic restraints for suspended components and equipment.

#### **1.2 RELATED REQUIREMENTS**

#### **1.3 REFERENCE STANDARDS**

- A. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; 2011.
- B. FEMA 412 - Installing Seismic Restraints for Mechanical Equipment; 2002.
- C. FEMA 413 - Installing Seismic Restraints for Electrical Equipment; 2004.
- D. FEMA 414 - Installing Seismic Restraints for Duct and conduit; 2004.
- E. FEMA E-74 - Reducing the Risks of Nonstructural Earthquake Damage: A Practical Guide; 2011.

#### **1.4 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data:
  - 1. Provide manufacturer's product literature documenting compliance with PART 2 PRODUCTS.
  - 2. Include seismic rating documentation for each isolator and restraint component accounting for horizontal, vertical, and combined loads.
- C. Shop Drawings:
  - 1. Provide schedule of vibration isolator type with location and load on each.
  - 2. Fully dimensioned fabrication drawings and installation details for vibration isolation bases, member sizes, attachments to isolators, and supported equipment.
  - 3. Include auxiliary motor slide bases and rails, base weights, inertia bases, concrete weights, equipment static loads, support points, vibration isolators, and detailed layout of isolator location and orientation with static and dynamic load on each isolator.
  - 4. Include selections from prescriptive design tables that indicate compliance with the applicable building code and the vibration isolator manufacturer's requirements.
  - 5. Clearly indicate the load and capacity assumptions selected. Include copies of any calculations.
  - 6. Include the calculations that indicate compliance with the applicable building code for seismic controls and the vibration isolator manufacturer's requirements.

#### **1.5 QUALITY ASSURANCE**

- A. Perform design and installation in accordance with applicable codes.

### **PART 2 PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Amber/Booth: [www.thevmcgroup.com](http://www.thevmcgroup.com).
- B. Hilti Inc.: [www.hilti.com](http://www.hilti.com).



- C. Kinetics Noise Control, Inc: [www.kineticsnoise.com](http://www.kineticsnoise.com).
- D. Mason Industries: [www.mason-ind.com](http://www.mason-ind.com).
- E. Unistrut; Tyco International, Ltd.: [www.unistrut.com](http://www.unistrut.com).
- F. Vibration Eliminator Co., Inc.: [www.vec-co-nyc.com](http://www.vec-co-nyc.com).

## **2.2 PERFORMANCE REQUIREMENTS**

- A. General:
  - 1. All vibration isolators, base frames and inertia bases to conform to all uniform deflection and stability requirements under all operating loads.
  - 2. Steel springs to function without undue stress or overloading.
  - 3. Steel springs to operate in the linear portion of the load versus deflection curve over deflection range of not less than 50 percent above specified deflection.
  - 4. Lateral to vertical stiffness ratio to not exceed 0.08 with spring deflection at minimum 75 percent of specified deflection.
  - 5. All equipment mounted on vibration isolated bases to have minimum operating clearance of 2 inches (50 mm) between the base and floor or support beneath unless noted otherwise.

## **2.3 VIBRATION ISOLATORS**

- A. Non-Seismic Type:
  - 1. Elastomeric Mounts:
    - a. Material: Oil, ozone, and oxidant resistant compounds.
    - b. Assembly: Encapsulated load transfer plate bolted to equipment and base plate with anchor hole bolted to supporting structure.
  - 2. Steel Springs:
    - a. Assembly: Freestanding, laterally stable without housing.
    - b. Leveling Device: Rigidly connected to equipment or frame.
  - 3. Restrained Steel Springs:
    - a. Housing: Rigid blocking during rigging prevents equipment installed and operating height from changing during temporary weight reduction.
    - b. Equipment Wind Loading: Adequate means for fastening isolator top to equipment and isolator base plate to supporting structure.
  - 4. Elastomeric Hangers:
    - a. Housing: Steel construction containing elastomeric isolation element to prevent rod contact with housing and short-circuiting of isolating function.
    - b. Incorporate steel load distribution plate sandwiching elastomeric element to housing.
  - 5. Spring Hanger:
    - a. Housing: Steel construction containing stable steel spring and integral elastomeric element preventing metal to metal contact.
    - b. Bottom Opening: Sized to allow plus/minus 15 degrees rod misalignment.
  - 6. Combination Elastomeric-Spring Hanger:
    - a. Housing: Steel construction containing stable steel spring with elastomeric element in series isolating upper connection of hanger box to building structure.
    - b. Bottom Opening: Sized to allow plus/minus 15 degrees rod misalignment.
- B. Seismic Type:
  - 1. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by [an evaluation service member of ICC-ES or by an agency acceptable to authorities having jurisdiction.

- a. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
2. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
3. Restraint Cables: ASTM A 603 galvanized-steel cables with end connections made of steel assemblies with thimbles, brackets, swivels, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
4. Hanger Rod Stiffener: [Steel tube or steel slotted-support-system sleeve with internally bolted connections] [Reinforcing steel angle clamped] to hanger rod. Do not weld stiffeners to rods.
5. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
6. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
7. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
8. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
9. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.
10. Coil Springs Consisting of Single Elements:
  - a. Housing: Manufactured from cast iron material.
  - b. Ductile Material: Designed and rated for seismic applications.
  - c. Spring: Restrained by housing without significant degradation of vibration isolation capabilities during normal equipment operating conditions.
  - d. Resilient Snubbing Grommet System: Incorporated and designed with clearances of no more than 0.25 inch (6 mm) in any direction preventing direct metal-to-metal contact between supported member and fixed restraint housing.
  - e. Resilient Pad: Located in series with spring.
  - f. Coil Springs: Color coded elements to have a lateral stiffness greater than 0.8 times the rated vertical stiffness with 50 percent overload capacity.
  - g. Finish: Suitable for the application.
11. All Directional Elastomeric:
  - a. Material: Molded from oil, ozone, and oxidant resistant compounds.
  - b. Operating Parameters: Designed to operate within the isolator strain limits providing maximum performance and service life.
  - c. Attachment Method: Encapsulated load transfer plate bolted to equipment and base plate with anchor hole bolted to supporting structure.
  - d. Rating: Cast iron and aluminum housings rated for seismic restraint applications.
  - e. Minimum Operating Static Deflections: Deflections indicated in project documents are not to exceed published load capacities.

## 2.4 SEISMIC SNUBBER ASSEMBLIES

- A. Comply with:
  - 1. ASHRAE Handbook - HVAC Applications.
  - 2. FEMA 412.
  - 3. FEMA 413.
  - 4. FEMA 414.
  - 5. FEMA E-74.
  - 6. SMACNA 1981.
- B. All Directional External:
  - 1. Application: Minimum three (3) snubbers are required for each equipment installation, oriented properly to restrain isolated equipment in all directions.
  - 2. Construction: Interlocking steel construction attached to the building structure and equipment in a manner consistent with anticipated design loads.
  - 3. Performance: Equipment movement at each snubber location limited to a maximum of 0.25 inches (6 mm) in any direction without significantly degrading the vibration isolation capability of the isolator during normal operating conditions.
  - 4. Resilient Pad: Minimum 0.25 inch (6 mm) thick cushions any impact and prevents metal-to-metal contact.
- C. Lateral External:
  - 1. Application: Minimum three (3) snubbers are required for each stable equipment installation, oriented properly to restrain isolated equipment in all lateral directions where uplift forces are zero or addressed by other restraints.
  - 2. Construction: Steel construction attached to the building structure and equipment in a manner consistent with anticipated design loads.
  - 3. Performance: Equipment movement at each snubber location limited to a maximum of 0.25 inches (6 mm) in any direction without significantly degrading the vibration isolation capability of the isolator during normal operating conditions.
  - 4. Resilient Pad: Minimum 0.25 inch (6 mm) thick cushions any impact and prevents metal-to-metal contact.
- D. Omni Directional External:
  - 1. Application: Minimum four (4) snubbers are required for each stable equipment installation, oriented properly to restrain isolated equipment in all lateral directions.
  - 2. Construction: Steel construction attached to the building structure and equipment in a manner consistent with anticipated design loads.
  - 3. Performance: Equipment movement at each snubber location limited to a maximum of 0.25 inches (6 mm) in any direction without significantly degrading the vibration isolation capability of the isolator during normal operating conditions.
  - 4. Resilient Pad: Minimum 0.25 inch (6 mm) thick cushions any impact and prevents metal-to-metal contact.
- E. Horizontal Single Axis External:
  - 1. Application: Minimum four (4) snubbers are required for each stable equipment installation, oriented properly to restrain isolated equipment in all lateral directions where uplift forces are zero or addressed by other restraints.
  - 2. Construction: Steel construction attached to the building structure and equipment in a manner consistent with anticipated design loads.
  - 3. Performance: Equipment movement at each snubber location limited to a maximum of 0.25 inches (6 mm) in any direction without significantly degrading the vibration isolation capability of the isolator during normal operating conditions.

4. Resilient Pad: Minimum 0.25 inch (6 mm) thick cushions any impact and prevents metal-to-metal contact.

## **2.5 SEISMIC RESTRAINTS FOR SUSPENDED COMPONENTS AND EQUIPMENT**

- A. Comply with:
  1. ASHRAE Handbook - HVAC Applications.
  2. FEMA 412.
  3. FEMA 413.
  4. FEMA 414.
  5. FEMA E-74.
  6. SMACNA 1981.
- B. Cable Restraints:
  1. Wire Rope: Steel wire strand cables sized to resist seismic loads in all lateral directions.
  2. Protective Thimbles: Eliminates potential for dynamic cable wear and strand breakage.
  3. Size: Based on the lesser of cable capacity or anchor load taking into account bracket geometry.
  4. Connections:
    - a. Use overlapping wire rope U clips, cable clamping bolts, swaged sleeves or seismically rated tool-less wedge insert lock connectors.
    - b. Internally brace clevis hanger bracket cross bolt to prevent deformation.
  5. Vertical Suspension Rods: Attach required bracing of sufficient strength to prevent rod buckling from vertical compression forces utilizing series of attachment clips.
- C. Rigid Restraints:
  1. Structural Element: Sized to resist seismic loads in all lateral directions and carry both compressive and tensile loading.
  2. Size: Based on the lesser of cable capacity or anchor load taking into account bracket geometry.
  3. Connections: Internally brace clevis hanger bracket cross bolt to prevent deformation.
  4. Static Support System: Anchorage capable of carrying additional tension loads generated by the vertical component of the rigid brace compression which is additive to any static load requirements on the system.
  5. Vertical Suspension Rods: Attached required bracing of sufficient strength to prevent rod buckling from vertical compression forces utilizing series of attachment clips.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 APPLICATIONS**

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners as required by delegate design calculations to prevent buckling of hanger rods due to seismic forces.

- C. Strength of Support and Seismic-Restraint Assemblies: Select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.
- D. Provide vibration isolation for floor-mounted and rack mounted transformers as follows:
  - 1. 45 kVA and below: provide nothing.
  - 2. 75 kVA to 150 kVA: provide isolation pad.
  - 3. 225 kVA and above: provide spring isolators.
- E. Provide spring isolators for suspended transformers

### **3.3 INSTALLATION - GENERAL**

- A. Install in accordance with manufacturer's instructions.
- B. Bases:
  - 1. Adjust equipment level.
- C. On closed spring isolators, adjust so side stabilizers are clear under normal operating conditions.
- D. Prior to making conduit connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.

### **3.4 INSTALLATION - SEISMIC**

- A. Comply with:
  - 1. ASHRAE Handbook - HVAC Applications.
  - 2. FEMA 412.
  - 3. FEMA 413.
  - 4. FEMA 414.
  - 5. FEMA E-74.
  - 6. SMACNA 1981.
- B. Seismic Snubbers:
  - 1. Provide on all isolated equipment and conduit.
  - 2. Provide minimum of four seismic snubbers located close to isolators.
  - 3. Snub equipment designated for post-disaster use to 0.05 inch (1.5 mm) maximum clearance.
  - 4. Snub all other equipment between 0.15 inch (4 mm) and 0.25 inch (7 mm) clearance.
- C. Floor and Base-Mounted Equipment, Vibration Isolated Equipment and associated Vibration and Seismic Controls for Connections:
  - 1. Install equipment anchorage items designed to resist seismic design force in any direction.
  - 2. Install vibration and seismic controls designed to include base and isolator requirements.
  - 3. Provide flexible connections between equipment and interconnected conduit.
  - 4. Provide isolators and restraints designed for amplified code forces per ASCE 7 and with demonstrated ability to resist required forces including gravity, operational and seismic forces.
  - 5. Where equipment is not designed to be point loaded, provide base capable of transferring gravity and seismic demands from equipment to isolator base plate anchorage.
  - 6. Where concrete floor thickness is less than required for expansion anchor installation, install through bolt in lieu of expansion anchor.
  - 7. Where timber/wood floor or other substrate is inadequate for installation of lag bolts, screws or other mechanical fasteners, install supplemental framing or blocking to transfer loads to structural elements.

- D. Suspended Electrical Equipment:
  1. Provide supports and bracing to resist seismic design force in any direction.
  2. Provide flexible connections between equipment and interconnected conduit.
  3. Brace equipment hung from spring mounts using cable or other bracing that will not transmit vibration to the structure.
  4. Use of proprietary restraint systems with a certificate of compliance, verified and listed by an accredited inspection body is acceptable (pending shop drawing approval), as an alternative to project specific seismic bracing design.
- E. Wall mounted Electrical Equipment:
  1. Provide support and bracing to resist seismic design force in any direction.
  2. Install backing plates or blocking as required to deliver load to primary wall framing members.
  3. Anchoring to gypsum wallboard, plaster or other wall finish that has not been engineered to resist imposed loads is not permitted.
- F. Conduit:
  1. Provide seismic bracing in accordance ASCE 7.
  2. Provide supports, braces, and anchors to resist gravity and seismic design forces.
  3. Provide flexible connections between floor mounted equipment and suspended conduit; between unbraced conduit and restrained suspended items; as required for thermal movement; at building separations and seismic joints; and wherever relative differential movements could damage conduit in an earthquake.
  4. Brace resiliently supported conduit with cable bracing or alternate means designed to prevent transmission of vibrations and noise to the structure.
  5. Brace every run 5.0 feet (1.5 m) or more in length with two transverse and one longitudinal bracing locations.
  6. Conduit and Connections Constructed of Ductile Materials (ductile iron, steel or aluminum and screwed connections):
    - a. Provide transverse bracing at spacing not more than 40.0 feet (12.2 m) on center.
    - b. Provide longitudinal bracing at spacing not more than 80.0 feet (24.4 m) on center.
  7. Conduit and Connections Constructed of Non Ductile Materials (plastic or non-UL listed couplings):
    - a. Provide transverse bracing at spacing not more than 20.0 feet (6.1 m) on center.
    - b. Provide longitudinal bracing at spacing not more than 40.0 feet (12.2 m) on center.
  8. Provide lateral restraint for risers at not more than 30 feet (9.1 m) on center or as required for horizontal runs, whichever is less.
  9. Use of proprietary restraint systems with a certificate of compliance, verified and listed by an accredited inspection body is acceptable (pending shop drawing approval), as an alternative to project specific seismic bracing design.

### **3.5 SEISMIC-RESTRAINT DEVICE INSTALLATION**

- A. Equipment and Hanger Restraints:
  1. Install restrained isolators on electrical equipment.
  2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
  3. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES or by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:
  - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid pre-stressed tendons, electrical and telecommunications conduit, and gas lines.
  - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
  - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
  - 4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
  - 5. Set anchors to manufacturer's recommended torque, using a torque wrench.
  - 6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

### **3.6 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION**

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

### **3.7 FIELD QUALITY CONTROL**

- A. Inspect isolated equipment after installation and submit report. Include static deflections.

**END OF SECTION 26 0548**

## SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Warning signs and labels.

#### 1.2 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

#### 1.3 REFERENCE STANDARDS

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

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
  - 2. Do not install identification products until final surface finishes and painting are complete.

#### 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

#### 1.6 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

### PART 2 PRODUCTS

#### 2.1 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    - a. Switchboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - 3) Identify power source and circuit number. Include location when not within sight of equipment.
      - 4) Use identification nameplate to identify main overcurrent protective device.



- 5) Use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.
- b. Motor Control Centers:
  - 1) Identify ampere rating.
  - 2) Identify voltage and phase.
  - 3) Identify power source and circuit number. Include location.
  - 4) Use identification nameplate to identify main overcurrent protective device.
  - 5) Use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.
- c. Panelboards:
  - 1) Identify ampere rating.
  - 2) Identify voltage and phase.
  - 3) Identify power source and circuit number. Include location when not within sight of equipment.
  - 4) Identify main overcurrent protective device. Use identification label for panelboards with a door. For power distribution panelboards without a door, use identification nameplate.
  - 5) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
  - 6) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
- d. Transformers:
  - 1) Identify kVA rating.
  - 2) Identify voltage and phase for primary and secondary.
  - 3) Identify power source and circuit number. Include location when not within sight of equipment.
  - 4) Identify load(s) served. Include location when not within sight of equipment.
- e. Busway:
  - 1) Identify ampere rating.
  - 2) Identify voltage and phase.
  - 3) Identify power source and circuit number. Include location when not within sight of equipment.
  - 4) Provide identification at maximum intervals of 40 feet (12 m).
  - 5) Use identification nameplate to identify load(s) served for each plug-in unit. Include location when not within sight of equipment.
- f. Enclosed Contactors:
  - 1) Identify ampere rating.
  - 2) Identify voltage and phase.
  - 3) Identify configuration, e.g., E.O.E.H. (electrically operated, electrically held) or E.O.M.H. (electrically operated, mechanically held).
  - 4) Identify coil voltage.
  - 5) Identify load(s) and associated circuits controlled. Include location.
2. Emergency System Equipment:
  - a. Use identification nameplate or voltage marker to identify emergency system equipment in accordance with NFPA 70.
  - b. Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.
3. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter

socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.

- a. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
  4. Use warning signs to identify electrical hazards for entrances to all rooms and other guarded locations that contain exposed live parts operating at 600 V nominal or less with the word message "DANGER; Electrical hazard; Authorized personnel only" or approved equivalent.
- B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
  2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

## 2.2 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Manufacturers:
    - a. Brimar Industries, Inc: [www.brimar.com](http://www.brimar.com).
    - b. Kolbi Pipe Marker Co: [www.kolbipipemarkers.com](http://www.kolbipipemarkers.com).
    - c. Seton Identification Products: [www.seton.com](http://www.seton.com).
  2. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
    - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
  3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
  4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.
  5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.
  6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Manufacturers:
    - a. Brady Corporation: [www.bradyid.com](http://www.bradyid.com).
    - b. Brother International Corporation: [www.brother-usa.com](http://www.brother-usa.com).
    - c. Panduit Corp: [www.panduit.com](http://www.panduit.com).
  2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
  3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
  2. Legend:

- a. Equipment designation or other approved description.
- 3. Text: All capitalized unless otherwise indicated.
- 4. Minimum Text Height:
  - a. Equipment Designation: 1/2 inch (13 mm).
- 5. Color:
  - a. Normal Power System: White text on black background.

## **2.3 WIRE AND CABLE MARKERS**

- A. Manufacturers:
  - 1. Brady Corporation: [www.bradyid.com](http://www.bradyid.com).
  - 2. HellermannTyton: [www.hellermanntyton.com](http://www.hellermanntyton.com).
  - 3. Panduit Corp: [www.panduit.com](http://www.panduit.com).
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch (3 mm).
- G. Color: Black text on white background unless otherwise indicated.

## **2.4 WARNING SIGNS AND LABELS**

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

# **PART 3 EXECUTION**

## **3.1 PREPARATION**

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

## **3.2 INSTALLATION**

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

4. Elevated Equipment: Legible from the floor or working platform.
  5. Branch Devices: Adjacent to device.
  6. Interior Components: Legible from the point of access.
  7. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
  - D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
  - E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
  - F. Mark all handwritten text, where permitted, to be neat and legible.

### **3.3 FIELD QUALITY CONTROL**

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

**END OF SECTION 26 0553**

## SECTION 26 2416 – PANELBOARDS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

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

#### 1.2 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.

#### 1.3 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision E, 2013.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2009.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- E. NEMA PB 1 - Panelboards; 2011.
- F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; 2013.
- G. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- K. UL 67 - Panelboards; Current Edition, Including All Revisions.
- L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
  - 4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

## **1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
- C. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.

## **1.6 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

## **1.8 FIELD CONDITIONS**

- A. Maintain ambient temperature within the following limits during and after installation of panelboards:
  - 1. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).

## **PART 2 PRODUCTS**

### **2.1 PANELBOARDS - GENERAL REQUIREMENTS**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (2,000 m).
  - 2. Ambient Temperature:
    - a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
- C. Short Circuit Current Rating:
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
  - 1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- G. Conductor Terminations: Suitable for use with the conductors to be installed.
- H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
  - 2. Boxes: Galvanized steel unless otherwise indicated.
    - a. Provide wiring gutters sized to accommodate the conductors to be installed.
  - 3. Fronts:

- a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
  - b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

## **2.2 POWER DISTRIBUTION PANELBOARDS**

- A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
  - 1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
  - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
  - 1. Phase and Neutral Bus Material: Copper.
  - 2. Ground Bus Material: Copper.
- D. Circuit Breakers:
  - 1. Provide bolt-on type or plug-in type secured with locking mechanical restraints.
- E. Enclosures:
  - 1. Provide surface-mounted enclosures unless otherwise indicated.

## **2.3 LIGHTING AND APPLIANCE PANELBOARDS**

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
  - 1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
  - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
  - 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
  - 2. Phase and Neutral Bus Material: Copper.
  - 3. Ground Bus Material: Copper.
- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- E. Enclosures:
  - 1. Provide surface-mounted or flush-mounted enclosures as indicated.
  - 2. Provide clear plastic circuit directory holder mounted on inside of door.

## **2.4 OVERCURRENT PROTECTIVE DEVICES**

- A. Molded Case Circuit Breakers:
  - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
  - 2. Interrupting Capacity:
    - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:

- b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
- 3. Conductor Terminations:
  - a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
- 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
- 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

## **2.5 SOURCE QUALITY CONTROL**

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

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

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

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install panelboards securely, in a neat and workmanlike manner in accordance with NECA 1 (general workmanship), NECA 407 (panelboards), and NEMA PB 1.1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 0529.
- E. Install panelboards plumb.
- F. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- G. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.
- H. Provide minimum of six spare 1 inch (27 mm) trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
- I. Provide grounding and bonding in accordance with Section 26 0526.
- J. Install all field-installed branch devices, components, and accessories.
- K. Provide filler plates to cover unused spaces in panelboards.

### **3.3 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 4000.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers and circuit breakers larger than \_\_\_\_\_ amperes. Tests listed as optional are not required.
- D. Correct deficiencies and replace damaged or defective panelboards or associated components.



### **3.4 ADJUSTING**

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

### **3.5 CLEANING**

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

**END OF SECTION 26 2416**

## SECTION 26 2813 – FUSES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Fuses.

#### 1.2 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; 2012.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.

#### 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
  - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
  - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.

#### 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Cooper Bussmann, a division of Cooper Industries: [www.cooperindustries.com](http://www.cooperindustries.com).
- B. Mersen (formerly Ferraz Shawmut): [ferrazshawmut.mersen.com](http://ferrazshawmut.mersen.com).

#### 2.2 FUSES

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 INSTALLATION**

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

**END OF SECTION 26 2813**

## SECTION 26 2817 - ENCLOSED CIRCUIT BREAKERS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Enclosed circuit breakers.

#### 1.2 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.

#### 1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
  - 4. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed circuit breaker internal components, enclosure, and finish.

#### 1.7 FIELD CONDITIONS

- A. Maintain ambient temperature between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C) during and after installation of enclosed circuit breakers.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Siemens Industry, Inc: [www.usa.siemens.com](http://www.usa.siemens.com).
- B. Eaton Corporation; Cutler-Hammer Products: [www.eaton.com](http://www.eaton.com).
- C. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- D. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
- E. Source Limitations: Furnish enclosed circuit breakers and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

### **2.2 ENCLOSED CIRCUIT BREAKERS**

- A. Description: Units consisting of molded case circuit breakers individually mounted in enclosures.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (2,000 m).
  - 2. Ambient Temperature: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
- D. Short Circuit Current Rating:
  - 1. Provide enclosed circuit breakers with listed short circuit current rating equal to that of panel.
- E. Conductor Terminations: Suitable for use with the conductors to be installed.
- F. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.
- G. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
- H. Provide externally operable handle with means for locking in the OFF position.

### **2.3 MOLDED CASE CIRCUIT BREAKERS**

- A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
- B. Interrupting Capacity:
  - 1. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
  - 2. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
- C. Conductor Terminations:
  - 1. Provide mechanical lugs unless otherwise indicated.
  - 2. Lug Material: Copper, suitable for terminating copper conductors only.
- D. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings of the enclosed circuit breakers are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed circuit breakers.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 INSTALLATION**

- A. Install enclosed circuit breakers where indicated, in accordance with manufacturer's instructions.
- B. Install enclosed circuit breakers securely, in a neat and workmanlike manner in accordance with NECA 1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 0529.
- E. Install enclosed circuit breakers plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed circuit breakers such that the highest position of the operating handle does not exceed 79 inches (2000 mm) above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 0526.

### **3.3 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 4000.
- B. Inspect and test in accordance with manufacturer's instructions and NETA ATS, except Section 4.
- C. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

### **3.4 ADJUSTING**

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

### **3.5 CLEANING**

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

**END OF SECTION 26 2817**

## SECTION 26 3213 - ENGINE GENERATORS

### PART 1 GENERAL

#### 1.1 DESCRIPTION OF SYSTEM & SITE

- A. Provide a 300 kW standby power system to supply electrical power at 208 Volts, 60 Hertz, three Phase. The system will utilize a generator rated at 300 kW. The generator shall consist of a liquid cooled diesel engine, a synchronous AC alternator, and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.
- B. The site is an NEC ordinary location with no specific harsh environment requirements.
- C. The genset shall be applied at the listed ambient and elevation. Bidders to submit the generators rated power output at 95 ambient (°F) and 800elevation (Ft).
- D. The genset is to meet site noise requirements of 75 dBa, at 23 feet assuming no installed sound barriers.
- E. The supplier of the Generator shall also provide the Uninterruptible Power Supply and the Automatic Transfer Switch as specified in sections 26 3633 and 26 3600.
- F. Requirements of Regulatory Agencies
  - 1. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.
  - 2. The generator set must conform to applicable NFPA requirements.
  - 3. The generator set must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.
  - 4. The generator set must meet EPA federal emission guidelines for stationary standby power generation.
- G. The generator and sub-base fuel tank shall fit within the confines of the existing concrete block wall enclosure and allow for proper service clearances around the generator. Maximum height of the sub-base fuel tank shall be 40”.

#### 1.2 SUBMITTALS

- A. Engine Generator specification sheet
- B. Controls specification sheet(s)
- C. Installation / Layout dimensional drawing
- D. Wiring schematic
- E. Sound data
- F. Emission certification
- G. Warranty statement

#### 1.3 QUALITY ASSURANCE

- A. Comply with the following:
  - 1. NFPA 70 (National Electrical Code).
  - 2. NFPA 37 (Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines).
- B. Manufacturer Qualifications

1. This system shall be supplied by an original equipment manufacturer (OEM) who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of 25 years, thereby identifying one source of supply and responsibility. Approved suppliers are Caterpillar or an approved equal.
  2. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.
  3. Manufacturer's authorized service representative shall meet the following criteria:
    - a. Certified, factory trained, industrial generator technicians
    - b. Service support 24/7
    - c. Service location within 200 miles
    - d. Response time of 4 hours
    - e. Service & repair parts in-stock at performance level of 95%
    - f. Offer optional remote monitoring and diagnostic capabilities
- C. Manufacturers
1. Basis of Design: Caterpillar Inc., Model C9GC
  2. Cummins Inc.
  3. Generac Power Systems

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

- A. Receive, inspect, handle, and store generator sets in accordance with manufacturer's instructions and NECA/EGSA 404.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's instructions to avoid damage to generator set components, enclosure, and finish.

#### **1.5 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

### **PART 2 PRODUCTS**

#### **2.1 ENGINE**

- A. Engine Rating and Performance
  1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged after-cooled engine of 4-cycle design. It will have adequate horsepower to achieve rated kW output with an operating speed of 1800 RPM.
  2. The engine shall support a 100% load step.
  3. The system shall be sized and sequenced to allow emergency system loads as defined by NEC 700 to be transferred onto the generator(s) within 10 seconds. Non-emergency system loads will be sequenced onto the generator(s) as generator capacity comes on-line
- B. Engine Oil System
  1. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s).
  2. The engine shall operate on mineral based oil. Synthetic oils shall not be required.
  3. The oil shall be cooled by a oil cooler which is integrated into the engine system.
- C. Engine Cooling/Heating System
  1. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system. The coolant system shall include a coolant fill box which will



provide visual means to determine if the system has adequate coolant level. The radiator shall be designed for operation in 122 degrees F, (50 degrees C) ambient temperature.

2. Provide with a thermostatically controlled jacket water heater for heating of engine coolant during cold weather operation.

#### D. Engine Starting System

1. Starting shall be by a solenoid shift, DC starting system.
2. The engine's cranking batteries shall be lead acid. The batteries shall be sized per the manufacturer's recommendations. The batteries shall be the largest available by the manufacturer for this generator size. The batteries supplied shall meet NFPA 110 cranking requirements of 90 seconds of total crank time. Battery specifications (type, amp-hour rating, cold cranking amps) to be provided in the submittal.
3. The genset shall have an engine driven, battery charging alternator with automatic voltage regulation.
4. The genset shall have an automatic dual rate, float equalize, 10 amp battery charger. The charger must be protected against a reverse polarity connection. The chargers charging current shall be monitored within the generator controller to support remote monitoring and diagnostics. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable.

#### E. Engine Fuel System

1. The engine fuel system shall be designed for operation on #2 diesel fuel and cold weather diesel blends.
2. The engine shall include a primary fuel filter, water separator, manual fuel priming pump, and engine flexible fuel lines must be installed at the point of manufacture. Element shall be replaceable paper type.
3. The engines suction line shall be fitted with a check valve to secure prime for the engines injection pump.
4. The genset shall include a secondary duplex fuel filter assembly capable of switching filters without shutting down the engine. The filter shall remove contaminants of 10 microns or larger.

#### F. Engine Controls

1. Engines that are equipped with an electronic engine control module (ECM), shall monitor and control engine functionality and seamlessly integrate with the genset controller through digital communications. ECM monitored parameters shall be integrated into the genset controllers NFPA 110 alarm and warning requirements. All ECM fault codes shall be displayed at the genset controller in standard language - fault code numbers are not acceptable.
2. For engines without ECM functionality or for any additional genset controller monitoring, sensors are to be conditioned to a 4-20ma signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrosion.
3. Engine speed shall be controlled with an integrated isochronous governor function with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

#### G. Engine Exhaust & Intake

1. The engine exhaust emissions shall meet the EPA emission requirements for standby power generation.
2. The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system. A rain cap will terminate the

exhaust pipe after the silencer. All components must be properly sized to assure operation without excessive back pressure when installed.

3. The manufacturer shall supply a critical grade exhaust silencer as standard. For applications with site specific sound requirements reference this section, the silencer shall be selected to achieve site sound levels.
4. For gensets in a weather or sound attenuated enclosure, all exhaust piping from the turbo-charger discharge to the silencer shall be thermally wrapped to minimize heat dissipation inside the enclosure.
5. The engine intake air is to be filtered with engine mounted, replaceable, dry element filters.

## **2.2 ALTERNATOR**

- A. The alternator shall be the voltage and phase configuration as specified.
- B. The alternator shall be a 4 pole, revolving field, stationary armature, synchronous machine. The excitation system shall utilize a brushless exciter with a three phase full wave rectifier assembly protected against abnormal transient conditions by a surge protector. Photo-sensitive components will not be permitted in the rotating exciter.
- C. The alternator shall include a permanent magnet generator (PMG) for excitation support. The system shall supply a minimum short circuit support current of 300% of the rating (250% for 50Hz operation) for 10 seconds.
- D. The alternator shall support 549 skVA with a maximum voltage dip of 30 %.
- E. Three phase alternators shall be 12 lead, broad range capable of supporting voltage reconnection. Single phase alternators shall be four lead and dedicated voltage designs (600v) shall be six lead. All leads must be extended into a NEMA 1 connection box for easy termination. A fully rated, isolated neutral connection must be included by the generator set manufacturer.
- F. The alternator shall use a single, sealed bearing design. The rotor shall be connected to the engine flywheel using flexible drive disks. The stator shall be direct connected to the engine to ensure permanent alignment.
- G. The alternator shall meet temperature rise standards of UL2200 (120 degrees C). The insulation system material shall be class "H" capable of withstanding 150 degrees C temperature rise.
- H. The alternator shall be protected against overloads and short circuit conditions by advanced control panel protective functions. The control panel is to provide a time current algorithm that protects the alternator against short circuits. To ensure precision protection and repeatable trip characteristics, these functions must be implemented electronically in the generator control panel -- thermal magnetic breaker implementation are not acceptable.
- I. An alternator strip heater shall be installed to prevent moisture condensation from forming on the alternator windings. A tropical coating shall also be applied to the alternator windings to provide additional protection against the entrance of moisture.

## **2.3 CONTROLS & OPERATING SEQUENCE**

- A. Genset Controller
  1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.
  2. The generator control system shall be a fully integrated control with system mounted touch screen. Integrated control must supply enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall

provide integrated and digital control over all generator functions including: engine protection, alternator protection, speed governing, voltage regulation, synchronizing, load-sharing (real and reactive) and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic engine control module (ECM) if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.

3. Communications shall be supported with building automation via the Modbus protocol without network cards. Optional internet and intranet connectivity shall be available.
4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.
5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.
6. A predictive maintenance algorithm that alarms when maintenance is required. The controller shall have the capability to call out to the local servicing dealer when maintenance is required.
7. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and .2 msec data logging capabilities.
8. In addition to standard NFPA 110 alarms, the application loads should also be protected through instantaneous and steady state protective settings on system voltage, frequency, and power levels.
9. The control system shall provide pre-wired customer use I/O: 4 relay outputs (user definable functions), 4 contact inputs, 2 analog inputs, communications support via RS232, and RS485. Additional I/O must be an available option.
10. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.
11. The control panel shall include a touch screen to display all user pertinent unit parameters including: engine and alternator operating conditions; oil pressure and optional oil temperature; coolant temperature and level alarm; fuel level (where applicable); engine speed; DC battery voltage; run time hours; generator voltages, amps, frequency, kilowatts, and power factor; alarm status and current alarm(s) condition per NFPA 110 level 1.

## 2.4 TYPICAL / NORMAL OPERATING SEQUENCE

- A. Upon the failure of utility power, the automatic transfer switch(es) (ATS) provides a two-wire start signal to the system controller. The system controller sends a start command to the generators via RS485 communication..
- B. Once utility power has returned, the two-wire start signal will be removed.

## 2.5 ENGINE / ALTERNATOR PACKAGING

- A. The engine/alternator shall be isolated from the generator frame with rubber isolators. The packaging shall not require the addition of external spring isolators.
- B. A mainline, thermal magnetic circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated between 100 to 125% of the rated ampacity of the genset. The breaker is to have aux contact and shunt trip. The breaker will function as a redundant tripping device in the system. If the paralleling switch fails to open, the generator breaker will be shunt tripped.
- C. The generator shall include a unit mounted 120 volt convenience outlet.

## 2.6 ENCLOSURE

- A. The genset shall be packaged with a sound attenuating enclosure.
- B. The enclosure shall be made of steel with a minimum thickness of 18 gauge minimum. The enclosure is to have hinged, removable doors to allow access to the engine, alternator and control panel. The hinges shall allow for door fit adjustment. Hinges and all exposed fasteners will be stainless steel or JS5000. The use of pop-rivets weakens the paint system and not allowed on external painted surfaces. Each door will have lockable hardware with identical keys.
- C. The enclosure shall be coated with electrostatic applied powder paint, baked and finished to manufacturer's specifications. The color will be manufacturer's standard.
- D. The enclosure shall utilize an upward discharging radiator hood. Due to concerns relative to radiator damage, circulating exhaust, and prevailing winds, equipment without a radiator discharge hood will not be acceptable.
- E. The genset silencer shall be mounted on the discharge hood of the enclosure. Due to architectural concerns, silencers mounted on the top of the generator enclosure are not acceptable. Gensets with silencers mounted inside the main generator compartment are acceptable only if the silencer is thermally wrapped to minimize heat stress on the surrounding components.
- F. Main fuel tank
  - 1. Main Fuel Tank
    - a. Most areas utilize a standard UL142 double wall tank.
    - b. UL142 listed fuel tank. Fuel tank shall be sized for 48 hour run time for the generator running at full capacity. A custom sized sub-base fuel tank shall be supplied with the same footprint as the generator to fit within the existing concrete block generator enclosure.
    - c. The tank shall include fuel suction and return connections, normal and emergency vents, secondary containment emergency vent and rupture basin sensor, mechanical fuel level indication and a stub-up area convenient for electrical conduit entry.
    - d. The fuel tank shall use an electric fuel sensor to provide an analog indication of fuel level. The controller shall have a warning indication on low fuel level and provide optional shutdown functionality for low, low fuel level.
    - e. The fuel tank shall have a sloped top and bottom. The sloped top allows water to run off. The sloped bottom allows the water and other impurities in the fuel to collect near the back of the tank away from the fuel suction point.
    - f. The fuel tank must be supplied by the engine-generator set manufacturer and be installed on site.

## 2.7 LOOSE ITEMS

- A. Supplier to itemize loose parts that require site mounting and installation. Preference will be shown for gensets that factory mount items like mufflers, battery chargers, etc.
- B. Spare Parts:
  - 1. Fuses: One spare set
  - 2. Filters One spare set (air, fuel, oil)
- C. Provide an NFPA 110/99 compliant alarm annunciator panel for remote indication. The panel shall have an ALARM switch that when moved to the OFF position silences the audible alarm. A TEST/RESET switch must be included to verify the lights are functional and reset any condition after it has cleared. The annunciator shall be controlled using RS485 communications from the generator controller. Annunciators requiring individual contacts and wires per indication point are not preferred.

## 2.8 ADDITIONAL PROJECT REQUIREMENTS

- A. Factory testing
  - 1. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
    - a. Verify voltage & frequency stability.
    - b. Verify transient voltage & frequency dip response.
    - c. Load test the generator for 2 hours.
    - e. Load testing to be performed at rated power factor.
- B. Manuals
  - 1. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.
- C. Installation
  - 1. Contractor shall install the complete electrical generating system including all external fuel connections in accordance with requirements of NEC, NFPA, and the manufacturer's recommendations as reviewed by the Engineer.
- D. Service
  - 1. Supplier of the genset and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of EGSA certified and factory trained service personnel on 24 hour call, experienced in servicing this type of equipment, providing warranty and routine maintenance service to afford the owner maximum protection. Delegation of this service responsibility for any of the equipment listed herein will not be considered fulfillment of these specifications. Service contracts shall also be available.
- E. Warranty
  - 1. The standby electric generating system components, complete genset and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of five (5) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor and travel.
  - 2. The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the

complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

F. Startup and Commissioning

1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to checkout the completed installation and to perform an initial startup inspection to include:
  - a. Ensuring the engine starts (both hot and cold) within the specified time.
  - b. Verification of engine parameters within specification.
  - c. Verify no load frequency and voltage, adjusting if required.
  - d. Test all automatic shutdowns of the engine-generator.
  - e. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.
  - f. Perform a load test for 1.5 hours using building load. In addition to the building load test, load the generator at 30% for 30 minutes, 50 % for 30 minutes, and 100% for 60 minutes.

G. Training

1. Training is to be supplied by the start-up technician for the end-user during commissioning. The training should cover basic generator operation and common generator issues that can be managed by the end-user.
2. Training is to include manual operation of system.

**END OF SECTION 26 3213**

## SECTION 26 3363 - SOLID STATE UNINTERRUPTIBLE POWER SUPPLY

### PART 1 GENERAL

#### 1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, and other applicable specification sections in the Project Manual apply to the work specified in this Section.

#### 1.2. SUMMARY

- A. **Scope:** Provide design and engineering, labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, erection, and installation for a solid state uninterruptible power supply (UPS) as required for the complete performance of the work, and as shown on the Drawings and as herein specified.
- B. **Section includes:** This specification describes a three-phase, on-line, continuous operation, solid state uninterruptible power supply (UPS). The UPS shall operate as an active power control system, working in conjunction with the building electrical system to provide power conditioning and on-line power protection for the critical loads.
- C. The UPS shall be supplied by the same supplier that provides the Generator and the Automatic Transfer Switch.

#### 1.3. REFERENCES

- A. **General:** The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only. The edition/revision of the referenced publications shall be the latest date as of the date of the Contract Documents, unless otherwise specified.
- B. **International Organization for Standardization (ISO):**
  - 1. ISO 9001, "Quality Management Systems - Requirements."
  - 2. ISO 14001, "Environmental Management Systems - Requirements With Guidance for Use"
- C. **National Electrical Manufacturers Association (NEMA):**
  - 1. NEMA PE 1, " Uninterruptible Power Systems (UPS) - Specification and Performance Verification"
- D. **National Fire Protection Association (NFPA):**
  - 1. NFPA 70, "National Electrical Code" (copyrighted by NFPA, ANSI approved) - hereafter referred to as NEC
- E. **Underwriters Laboratories, Inc. (UL):**
  - 1. UL 1778, 5th edition, "Standard for Uninterruptible Power Supply Equipment" (copyrighted by UL, ANSI approved)
  - 2. UL 891, "Standard for Dead-Front Switchboards" (copyrighted by UL, ANSI approved)

3. UL 1558, "Standard for Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear"
- F. **International Electrical Commission (IEC):**
1. IEC 62040-1: 2008 (First Edition) + Am 1: 2013 "General and safety requirements for UPS"
  2. IEC 62040-2: 2006 Category C2, "Electromagnetic compatibility (EMC) requirements"
  3. IEC 62040-3, "Uninterruptible Power Systems - Method of Specifying the Performance and Test Requirements"
- G. **FCC**
1. FCC part 15 Subpart B Class A.

#### 1.4. SUBMITTALS

- A. **Proposal Submittals:**
1. System bill of materials (level one).
  2. Product technical specifications or equipment brochures.
  3. Product specifications.
  4. System operation diagram.
  5. Installation manual.
  6. Drawings for requested optional accessories.
- B. **Delivery Submittals:**
1. Installation manual, which includes unpacking and installation of all systems.
  2. Operation manual, which includes start-up and operating instructions.

#### 1.5. QUALITY INSURANCE

- A. **Qualifications**
1. **Manufacturer experience:** The manufacturer shall have a minimum of 20 years experience in the design, manufacture, and testing of UPS systems.
  2. **ISO 9001 Certification:** The manufacturer shall be ISO 9001 & 14001 certified. Certification assures that the vendor's quality control & environmental measures have been certified by an accredited registrar and meet internationally recognized standards.
  3. **Installer Qualifications:** Installer shall be a firm that shall have a minimum of five years of successful installation experience with projects utilizing solid state UPS similar in type and scope to that required for this Project.
- B. **Factory testing**
- Prior to shipment the manufacturer shall complete a documented test procedure to test functions of the UPS module and batteries (via a discharge test), when supplied by the UPS manufacturer, and warrant compliance with this Section.
- C. **Pre-installation conference**
- Conduct pre-installation conference in accordance with [Section 01 31 19 PROJECT MEETINGS] [Section 01200 PROJECT MEETINGS]. Prior to commencing the installation, meet at the Project site to review the material selections, installation procedures, and coordination with other trades. Pre-installation conference shall include, but shall not be limited to, the Contractor, the Installer, and any trade that requires coordination with the work. Date and time of the pre-installation conference shall be acceptable to the Owner and the Architect/Engineer.
- D. **Source responsibility**
- Materials and parts comprising the UPS shall be new, of current manufacture, and shall



not have been in prior service, except as required during factory testing. Active electronic devices shall be solid state and shall not exceed the manufacturer's recommended tolerances for temperature or current to ensure maximum reliability. Semiconductor devices shall be sealed. Relays shall be provided with dust covers. The manufacturer shall conduct inspections on incoming parts, modular assemblies, and final products.

## 1.6. DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project site in supplier's or manufacturer's original wrappings and containers, labeled with supplier's or manufacturer's name, material or product brand name, and lot number, if any.
- B. Store materials in their original, undamaged packages and containers, inside a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.
- C. Products shall be packaged in a manner to prevent penetration by debris and to allow safe delivery by modes of ground transportation and air transportation where specified.
- D. Prior to shipping, products shall be inspected at the factory for damage.
- E. Equipment shall be protected against extreme temperature and humidity and shall be stored in a conditioned or protected environment.
- F. Equipment containing batteries shall not be stored for a period exceeding three months without powering up the equipment for a period of eight hours to recharge the batteries.

## 1.7. PROJECT CONDITIONS

Do not install the solid state UPS until space is enclosed and weatherproof, wet work in space is completed and nominally dry, work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.

### A. Environmental requirements

- 1. Ambient temperature:
  - a. Storage ambient temperature: -25 °C to 55 °C (-13 °F to 131 °F).
  - b. Operating ambient temperature: 0 °C to 40 °C (32 °F to 104 °C) without load derating.
- 2. Relative humidity:
  - a. Storage relative humidity: 10 to 80% non-condensing.
  - b. Operating relative humidity: 0 to 95%, non-condensing.
- 3. Altitude:
  - a. Storage altitude: 0 to 15000 m above sea level.
  - b. Operation altitude - elevation derating according to ANSI C57.96-1999:
    - 1) Forced air cooling:
      - a) Up to 1000 m (3300 ft): 1.000
      - b) Up to 1500 m (5000 ft): 0.975
      - c) Up to 2000 m (6600 ft): 0.950
      - d) Up to 2500 m (8300 ft): 0.925
      - e) Up to 3000 m (10000 ft): 0.900
    - 2) Convection cooling:
      - a) Up to 1000 m (3300 ft): 1.000
      - b) Up to 1500 m (5000 ft): 0.985
      - c) Up to 2000 m (6600 ft): 0.970
      - d) Up to 2500 m (8300 ft): 0.955

e) Up to 3000 m (10000 ft): 0.940

## 1.8. WARRANTY

- A. **General:** See [Section 01 77 00 - CLOSEOUT PROCEDURES]  
[Section 01770 - CLOSEOUT PROCEDURES].
- B. **Special Warranty:** The Contractor shall warrant the work of this Section to be in accordance with the Contract Documents and free from faults and defects in materials and workmanship for period indicated below. This special warranty shall extend the one-year period of limitations contained in the General Conditions. The special warranty shall be countersigned by the Installer and the manufacturer.
  - 1. **UPS:** The UPS shall be covered by a full parts and labor warranty from the manufacturer for a period of 12 months from date of installation or acceptance by the Owner or 18 months from date of shipment from the manufacturer, whichever occurs first.
  - 2. **Battery:** The battery manufacturer's warranty shall be passed through to the final Owner and shall have a minimum period of one year.
- C. **Additional Owner Rights:** The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

## PART 2 PRODUCT

### 2.1. MANUFACTURER

- A. **Basis of Design: Schneider Electric:** Galaxy VL.
- B. Approved Equals by:
  - 1. Eaton
  - 2. Liebert

### 2.2. SYSTEM DESCRIPTION

- A. **General**
  - 1. The UPS shall be housed in a freestanding cabinet with casters. Maintenance shall be possible from the front.
  - 2. The UPS shall be in a self-contained cabinet and shall be available in the following models:
    - a. Galaxy VL UPS 200 kW scalable to 500 kW, 400/480 V
    - b. Galaxy VL UPS 300 kW scalable to 500 kW, 400/480 V
    - c. Galaxy VL UPS 400 kW scalable to 500 kW, 400/480 V
    - d. Galaxy VL UPS 500 kW, 400/480V
  - 3. Output power factor: 1.0.
  - 4. Backfeed contactor included for input. Mandatory bypass backfeed protection must be implemented by:
    - a. Installation of upstream circuit breaker with shunt-trip connected to the UPS,  
or
    - b. Installation of optional breaker kit GVLOPT003, or
    - c. Installation of maintenance bypass cabinet GVLMBCA200K500G.
  - 5. The UPS shall support installation with either 3-wire (L1, L2, L3, G) or 4-wire (L1, L2, L3, N, G). The supply for input and bypass must be solid-grounded WYE transformers. Delta input supply for either input or bypass is not permitted.

6. The UPS shall contain a static bypass switch and a display. The UPS shall be of the double conversion on-line topology with power factor corrected inputs.
  - a. The UPS shall be sized for 300 kVA/kW load.
  - b. The UPS battery shall be sized for 100% at a power factor of 0.5 for 10 minutes.
7. The UPS shall be using a modular design in which power functions, static bypass, and system control are embedded in modules for optimal MTTR.
8. The UPS shall have a maximum input short-circuit level of 65 kAIC.
9. The UPS shall be tested against EMC (electromagnetic compatibility) according to FCC part 15 Subpart B Class A.
10. There shall be no fuses on the bypass and the bypass I<sup>2</sup>t rating should be not less than 3.11MA<sup>2</sup>s.

**B. System input**

1. Nominal input voltage rating: 480 V 3-phase.
2. Input voltage window: 408 V to 552 V.
3. Input frequency range: 40-70 Hz.
4. Input power factor:
  - a. 0.99 at load >25%
  - b. 0.95 at load >15%
5. Total harmonic distortion: < 5%

**C. System output**

1. Nominal output voltage rating: 480 V 3-phase.
2. Output voltage tolerance:
  - a. +/- 1% for symmetrical loads.
  - b. +/- 3% for asymmetrical loads.
3. Dynamic load response:
  - a. +/- 5% after 2 ms
  - b. +/- 1% after 50 ms
4. Output frequency: 50 or 60 Hz.
5. Output voltage harmonic distortion:
  - a. <1% at 100% linear load
  - b. <5% at 100% non-linear load
6. Overload capability:
  - a. 150% for 1 minute (normal operation)
  - b. 125% for 10 minutes (normal operation)
  - c. 125% for 1 minute (battery operation)
  - d. 125% continuous (bypass)
  - e. 1000% for 60 ms (bypass)
7. Output power factor: 1.0
8. Audible noise at full load:
  - a. 62 dBA at 70% load
  - b. 68 dBA at 100% load

**2.3. OPERATION MODES**

- A. **Normal:** In double conversion operation, the UPS supports the load with conditioned power.
- B. **Battery:** If the utility/mains supply fails, the UPS transfers to battery operation and supports the load with conditioned power from the DC source.
- C. **Requested static bypass:** The UPS can be transferred to requested static bypass following a command from the display. During static bypass operation, the load is

supplied from the bypass source. If a fault is detected, the UPS will transfer to normal operation or forced static bypass operation. If there is an interruption to the utility/mains power supply during requested static bypass operation, the system will transfer to battery operation.

- D. **Forced static bypass:** The UPS is in forced static bypass following a command from the UPS system or because the user has pressed the inverter OFF button on the UPS. During forced static bypass operation, the load is supplied directly by the bypass source.
- E. **External maintenance bypass:** When the maintenance bypass breaker (MBB) is closed in the external maintenance bypass panel/cabinet, the UPS transfers to external maintenance bypass operation. The load is supplied with unconditioned power from the bypass source. Service can be performed on the entire UPS during external maintenance bypass.
- F. **Static bypass standby:** The UPS enters static bypass standby if the UPS is prevented from entering forced static bypass and the other UPS units of the parallel system can support the load. In static bypass standby, the output of the specific UPS is off. The UPS automatically changes to the preferred operation mode when possible. Note: If the other UPS units cannot support the load, the parallel system enters forced static bypass. The UPS in static bypass standby will then transfer to forced static bypass.
- G. **ECO mode:** ECO mode allows the UPS to be configured to use requested static bypass, with the load supplied through the bypass, as the preferred operation mode under predefined circumstances. If a fault is detected (bypass voltage out of tolerance, output voltage out of tolerance, etc.), the UPS will immediately transfer to double conversion operation or forced static bypass. The main advantage of ECO mode is a reduction in the consumption of electrical power. In case of interruption to the utility/mains supply, the UPS transfers to inverter operation for a continuous supply of the load. The batteries are charged when the UPS is in ECO mode.
- H. **ECONversion mode:** ECONversion allows the UPS system to supply the active part of the load through the static bypass. The inverter is kept running in parallel with the bypass source and supplies the reactive part of the load. The input power factor of the UPS is, regardless of the load power factor, maintained close to unity as the reactive part of the load is significantly reduced in the UPS input current. In case of an interruption to the utility/mains supply, the inverter immediately maintains the output voltage so that breaks or drops during the transfer from ECONversion mode are practically eliminated. The batteries are charged when the UPS is in ECONversion mode.

## 2.4. COMPONENTS

### A. Rectifier

1. The UPS shall include an active power factor corrected rectifier.
2. The input current limiter shall be designed to:
  - a. Fast battery recharge:
    - 1) 80% of the UPS output rating at <40% load
    - 2) 20% of the UPS output rating at 100% load
  - b. Provide regulation with input deviation of up/down to +/-15% of the nominal input voltage.
3. The battery charging shall keep the float voltage of:
  - a. 545 VDC for 40 blocks.
  - b. 654 VDC for 48 blocks.
4. The battery charging voltage shall be compensated against temperature variations (battery temperature compensation) to always maintain optimal battery float charging. Temperature compensation rate shall be 3.3 mV/degree/cell for ambient temperatures > 25 °C and 0mV/°C for ambient temperatures < 25 °C.

5. Input power factor shall be 0.98 lagging at 100% load without the use of passive filters. Rectifier shall employ electronic waveform control technology to maintain the current sinusoidal.
  6. Pulse Width Modulation (PWM) current control shall be used. Digital Signal Processors (DSP) shall be used for all monitoring and control tasks. Analog control shall not be acceptable.
- B. Inverter**
1. The inverter shall consist of fast switching IGBTs.
  2. The inverter shall be a 3-level hybrid inverter.
  3. Inverter shall be PWM controlled using DSP logic. Analog control shall not be acceptable.
  4. The inverter modules shall be rated for an output power factor at 1.0.
  5. Nominal output voltage shall be 480 V 3-phase.
- C. Static bypass switch**
1. The static bypass switch shall consist of fully rated Silicon Controlled Rectifiers (SCRs). Partly rated SCRs with a wraparound contactor shall not be acceptable.
  2. The static bypass switch shall automatically transfer the load to bypass supply without interruption after the logic senses one of the following conditions:
    - a. Inverter overload beyond rating.
    - b. Battery runtime expired and bypass available.
    - c. Inverter inoperable.
    - d. Control system inoperable.
  3. The static bypass switch shall automatically retransfer from bypass to the inverter.
  4. The inverter shall be active (on).
  5. The static bypass switch shall be equipped with a manual means of transferring the load to bypass and back to inverter.
- D. Battery**
1. **Lithium-ion battery solution:**
    - a. The battery cabinet shall feature lightweight, compact, long-life Lithium-ion batteries which provide energy to support the load during a momentary loss of input power to the rectifier.
    - b. Each battery cabinet shall require front access only for installation, service, and maintenance.
    - c. Each battery cabinet shall feature a DC rated circuit breaker. The circuit breaker within the battery cabinet shall only provide protection to the battery string within that battery cabinet.
  2. **Battery monitoring:**
    - a. Battery monitoring shall be provided at system level.
    - b. The UPS shall incorporate a battery capacity test that will determine the available runtimes.
    - c. The Lithium-ion battery solution shall communicate with the UPS via dry contacts.

## 2.5. MECHANICAL

- A. The UPS shall be housed in a freestanding cabinet with casters.
- B. Dust filter shall be available in two versions for different dust protection capabilities.
- C. The cable entry shall be from the top of the UPS. A bottom entry cabinet is available as an option.
- D. The cabling section shall be large enough to accept copper, copper-clad aluminum, and aluminum cables.

- E. The UPS shall have the following dimensions: 1970x850x925 mm (77.56x33.46x36.42 in) and shall meet an ingress level of minimum IP20.
- F. The UPS shall have a seismic kit option.

## 2.6. DISPLAY, CONTROL, ALARMS

- A. A color touch screen display shall be located on the front of the UPS.
- B. The following metered data shall be available on the display:
  - 1. Year, month, day, hour, minute, second of occurring events.
  - 2. Input voltage.
  - 3. Input current.
  - 4. Input frequency.
  - 5. Output voltage.
  - 6. Output current.
  - 7. Output frequency.
  - 8. Battery voltage.
  - 9. Battery current.
  - 10. Battery temperature.
  - 11. Energy monitoring.
- C. The display shall allow the user to display active alarms.
- D. The following controls or programming functions shall be accomplished by use of the display unit.
  - 1. Silence audible alarm.
  - 2. Set the alphanumeric display language.
  - 3. Display and set the date and time.
  - 4. Enable or disable the automatic restart feature.
  - 5. Transfer load to and from static bypass.
  - 6. Test battery condition on demand.
- E. LEDs for indication of operation mode.
- F. Push button user controls:
  - 1. Inverter ON.
  - 2. Inverter OFF.
- G. For purposes of remote communications with the UPS, a network management card shall be integrated.

## 2.7. ACCESSIBILITY

- A. **Software and connectivity**
  - 1. The Ethernet Web/SNMP Adaptor shall allow one or more network management systems (NMS) to monitor and manage the UPS in TCP/IP network environments. The management information base (MIB) shall be provided in MIB formats. The SNMP interface adaptor shall be connected to the UPS via the RJ45 serial port on the standard communication interface board.
  - 2. The UPS shall offer a Modbus interface.
  - 3. The UPS shall be equipped with eight dry contacts (four inputs, four outputs) for user-assignable alarms or remote monitoring.
- B. **Remote UPS monitoring**

Three methods of remote UPS monitoring shall be available:

  - 1. Smartphone application: With remote monitoring and live system status and remote alarms.
  - 2. Web monitoring: Remote monitoring shall be available via a web browser such as Internet Explorer.

3. Simple Network Management Protocol (SNMP): Remote UPS monitoring shall be possible through a standard MIB II compliant platform.
- C. **Software compatibility**  
The UPS manufacturer shall have available software to support shutdown and or remote monitoring for the following systems.

### **Part 3 EXECUTION**

#### **3.1. EXAMINATION**

- A. **Verification of conditions:** Examine areas and conditions under which the work is to be installed, and notify the Contractor in writing, with a copy to the Owner and the Architect/Engineer, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
1. Beginning of the work shall indicate acceptance of the areas and conditions as satisfactory by the Installer.

#### **3.2. INSTALLATION**

- A. Preparation and installation shall be in accordance with reviewed product data, final shop drawings, manufacturer's written recommendations, and as indicated on the Drawings.

#### **3.3. MANUFACTURER ASSISTED START-UP**

- A. A manufacturer assisted UPS start-up shall be available, manufacturer trained service personnel shall perform the following inspections, test procedures, and on-site training:
- B. **Visual Inspection:**
1. Inspect equipment for signs of damage.
  2. Verify installation per manufacturer's instructions.
  3. Inspect cabinets for foreign objects.
  4. Inspect batteries.
- C. **Mechanical Inspection:**
5. Check all UPS, external battery cabinets internal power wiring connections.
  6. Check all UPS, external battery cabinets terminal screws, nuts, and/or spade lugs for tightness.
- D. **Electrical Inspection:**
7. Verify correct input and bypass voltage.
  8. Verify correct phase rotation of all mains connections.
  9. Verify correct UPS control wiring and terminations.
  10. Verify voltage of batteries.
  11. Verify neutral and ground conductors are properly landed.
- E. **Site Testing:**
12. Ensure proper system start-up.
  13. Verify proper firmware control functions.
  14. Verify proper firmware bypass operation.
  15. Verify proper maintenance bypass switch operation.
  16. Verify system set points.
  17. Verify proper inverter operation and regulation circuits.
  18. Simulate input power failure.
  19. Verify proper charger operation.
  20. Document, sign, and date all test results.

F. **On-Site Operational Training:** During the manufacturer assisted start-up, operational training for site personnel shall include LED indicators, start-up and shutdown procedures, maintenance bypass and AC disconnect operation, and alarm information.

### 3.4. MANUFACTURER FIELD SERVICE

A. **Worldwide service:** The UPS manufacturer shall have a worldwide service organization available, consisting of factory trained field service personnel to perform start-up, preventative maintenance, and service of the UPS system and power equipment. The service organization shall offer 24 hours a day, 7 days a week, 365 days a year service support.

### 3.5. DEMONSTRATION

Provide the services of a manufacturer-authorized service representative of the manufacturer to provide start-up service and to demonstrate and train the Owner's personnel.

- A. Test and adjust controls and safety. Replace damaged or inoperable controls and equipment.
- B. Train the Owner's maintenance personnel on procedures and schedules related to start-up and shutdown, troubleshooting, servicing, and preventive maintenance.
- C. Review data in operation manual with the Owner's personnel.

### 3.6. MAINTENANCE

- A. **Maintenance contracts:** A complete offering of preventative and full-service maintenance contracts for the UPS system and the battery system shall be available. All contract work shall be performed by Schneider Electric trained service personnel.
- B. The manufacturer shall, upon request, provide spare parts kits for the UPS module in a timely manner as well as provide access to qualified and trained service personnel to provide preventative maintenance and service on the UPS module when required.
- C. The UPS shall be repairable by replacing standard subassemblies requiring no adjustments.
- D. The UPS shall be designed to support power module insertion and removal in any mode of operation when performed by a qualified person following safety related work practices. A recognized accreditation laboratory shall certify basic touch compliance to IEC62040 & IEC60950 through all stages of the swap. A recognized accreditation laboratory shall witness arc flash incident energy exposure testing in compliance with UL RP 2986 and verify that the qualified person is not exposed to incident energies exceeding 1.2cal/cm<sup>2</sup> through all stages of the swap.
- E. UPS subassemblies shall be accessible from the front. UPS design shall provide maximum reliability and minimum MTTR (mean time to repair). To that end, the UPS shall be equipped with a self-test function to verify correct system operation. The self-test function shall identify the subassembly requiring repair in the event of an alarm condition. The electronic UPS control and monitoring assembly shall therefore be fully microprocessor-based, thus doing away with potentiometer settings. This shall allow:
  - 1. Auto-compensation of component drift.
  - 2. Self-adjustment of replaced subassemblies.
  - 3. Extensive acquisition of information vital for computer-aided diagnostics (local or remote).
  - 4. Socket connection to interface with computer-aided diagnostics system.

**END OF SECTION 26 3353**



## SECTION 26 3600 - TRANSFER SWITCHES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Transfer switches for low-voltage (600 V and less) applications and associated accessories:

#### 1.2 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- C. Section 26 0529 - Hangers and Supports for Electrical Systems.
- D. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

#### 1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- C. NEMA ICS 10 Part 1 - Industrial Control and Systems Part 1: Electromechanical AC Transfer Switch Equipment; 2005.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 1008 - Transfer Switch Equipment; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate compatibility of transfer switches to be installed with work provided under other sections or by others.
  - 2. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
  - 3. Coordinate arrangement of equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 4. Coordinate the work with placement of supports, anchors, etc. required for mounting.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Preinstallation Meeting: Convene one week before starting work of this section; require attendance of all affected installers.

#### 1.5 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product, including ratings, configurations, dimensions, finishes, weights, service condition requirements, and installed features.
- C. Shop Drawings: Include dimensioned plan views and sections indicating locations of system components, required clearances, and field connection locations. Include system interconnection schematic diagrams showing all factory and field connections.
- D. Specimen Warranty: Submit sample of manufacturer's warranty.

- E. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and operation of product.
- F. Manufacturer's certification that products meet or exceed specified requirements.
- G. Source quality control test reports.
- H. Manufacturer's detailed field testing procedures.
- I. Field quality control test reports.
- J. Operation and Maintenance Data: Include detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.
- K. Project Record Documents: Record actual locations of system components, installed circuiting arrangements and routing, and final equipment settings.

## **1.6 QUALITY ASSURANCE**

- A. Comply with the following:
  - 1. NFPA 70 (National Electrical Code).
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store transfer switches in accordance with manufacturer's instructions.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's instructions to avoid damage to transfer switch components, enclosure, and finish.

## **1.8 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

## **1.9 WARRANTY**

- A. See Section 01 3300 - Closeout Submittals, for additional warranty requirements.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Transfer Switches – to be provided by generator manufacturer as part of the equipment package.
- B. Basis of Design: ASCO Power Systems, 7000 Series
- C. ABB
- D. Eaton

### **2.2 TRANSFER SWITCHES**

- A. Provide complete power transfer system consisting of all required equipment, conduit, boxes, wiring, supports, accessories, system programming, etc. as necessary for a complete operating system that provides the functional intent indicated.

- B. Construction Type: Either "contactor type" (open contact) or "breaker type" (enclosed contact) transfer switches complying with specified requirements are acceptable.
- C. Comply with NEMA ICS 10 Part 1, and list and label as complying with UL 1008 for the classification of the intended application (e.g. emergency, optional standby).
- D. Do not use double throw safety switches or other equipment not specifically designed for power transfer applications and listed as transfer switch equipment.
- E. Load Classification: Classified for total system load (any combination of motor, electric discharge lamp, resistive, and tungsten lamp loads with tungsten lamp loads not exceeding 30 percent of the continuous current rating) unless otherwise indicated or required.
- F. Switching Methods:
  - 1. Obtain control power for transfer operation from line side of source to which the load is to be transferred.
- G. Service Conditions: Provide transfer switches suitable for continuous operation at indicated ratings under the service conditions at the installed location. Provide as Service Entrance Rated.
- H. Enclosures:
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations: Provide with a NEMA 3R enclosure.
  - 2. Finish: Manufacturer's standard unless otherwise indicated.
- I. Short Circuit Current Rating:
- J. Provide with Bypass Isolation, heater, status relay module, surge protection, and remote annunciator.
- K. 4-Pole switch required.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings and configurations of transfer switches are consistent with the indicated requirements.
- C. Verify that rough-ins for field connections are in the proper locations.
- D. Verify that mounting surfaces are ready to receive transfer switches.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 INSTALLATION**

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1.
- B. Install transfer switches in accordance with manufacturer's instructions.
- C. Arrange equipment to provide minimum clearances and required maintenance access.
- D. Provide required support and attachment in accordance with Section 26 0529.
- E. Install transfer switches plumb and level.
- F. Unless otherwise indicated, mount floor-mounted transfer switches on properly sized 3 inch (80 mm) high concrete pad.
- G. Provide grounding and bonding in accordance with Section 26 0526.
- H. Identify transfer switches and associated system wiring in accordance with Section 26 0553.
- I. Provide Factory authorized start-up.

### **3.3 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Prepare and start system in accordance with manufacturer's instructions.
- C. Correct defective work, adjust for proper operation, and retest until entire system complies with contract documents.

### **3.4 CLEANING**

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

### **3.5 CLOSEOUT ACTIVITIES**

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. See Section 01 7900 - Demonstration and Training, for additional requirements.
- C. Demonstration: Demonstrate proper operation of transfer switches to Owner, and correct deficiencies or make adjustments as directed.
- D. Training: Train Owner's personnel on operation, adjustment, and maintenance of transfer switches.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of four hours of training.

### **3.6 PROTECTION**

- A. Protect installed transfer switches from subsequent construction operations.

**END OF SECTION 26 3600**