

PROJECT MANUAL FOR:

GANNETT HALL

RM 88 FISHER AUDITORIUM RENOVATION

PROJECT NUMBER: # CP250041

AT:

**UNIVERSITY OF MISSOURI
COLUMBIA, MISSOURI**

FOR:

THE CURATORS OF THE UNIVERSITY OF MISSOURI

PREPARED BY:

PGAV Architects
Architect of Record
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Kansas City, MO 64112
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Date: April 21, 2025

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SECTION 000002 - ARCHITECTURAL CERTIFICATION

I, Steve Cramer, hereby specify that pursuant to RSMO.327.411 the documents intended to be authenticated by my seal are limited to:

SPECIFICATIONS:

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096513	RESILIENT BASE AND ACCESSORIES
096813	TILE CARPETING
098433	SOUND ABSORBING WALL UNITS
098436	SOUND ABSORBING CEILING UNITS
099123	INTERIOR PAINTING
DIVISION 10	SPECIALTIES
101100	VISUAL DISPLAY UNITS
DIVISION 12	FURNISHINGS
126100	FIXED AUDIENCE SEATING

I hereby certify that these drawings and/or specifications have been prepared by me, or under my supervision. I further certify that to the best of my knowledge these drawings and or specifications are as required by and in compliance with Building Codes of the University of Missouri.

And I hereby disclaim any responsibility for all other plans, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts for the **GANNETT HALL- FISHER AUDITORIUM RENOVATION**, PROJECT NO. CP250041.



DATE: April 21, 2025

END OF CERTIFICATION

SECTION 000003 – MECHANICAL, ELECTRICAL CERTIFICATION

I, Chris Albright, hereby specify that pursuant to RSMO.327.411 the documents intended to be authenticated by my seal are limited to:

SPECIFICATIONS:

DIVISION 23 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 230500 BASIC MECHANICAL MATERIALS AND METHODS
- 230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 230593 TESTING, ADJUSTING, AND BALANCING FOR HVAC
- 230713 DUCT INSULATION
- 233113 METAL DUCTS
- 233300 DUCT ACCESSORIES
- 233713 DIFFUSERS, REGISTERS, AND GRILLES

DIVISION 26 ELECTRICAL

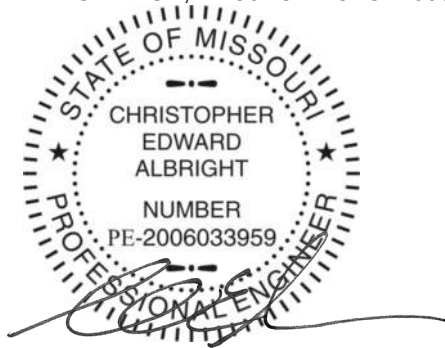
- 260500 COMMON WORK RESULTS FOR ELECTRICAL
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- 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
- 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 260923 LIGHTING CONTROL DEVICES
- 262726 WIRING DEVICES
- 265119 LED INTERIOR LIGHTING

DIVISION 27 COMMUNICATIONS

- 270500 COMMON WORK RESULTS FOR COMMUNICATIONS
- 270526 GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS
- 270528 PATHWAYS FOR COMMUNICATIONS SYSTEMS

I hereby certify that these drawings and/or specifications have been prepared by me, or under my supervision. I further certify that to the best of my knowledge these drawings and or specifications are as required by and in compliance with Building Codes of the University of Missouri.

And I hereby disclaim any responsibility for all other plans, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts for the **GANNETT HALL- FISHER AUDITORIUM RENOVATION**, PROJECT NO. CP2500410.



DATE: April 21, 2025

END OF CERTIFICATION

900 E. Stadium, Ste. 130
Columbia, Missouri 65211
Telephone: (573) 882-6800

ADVERTISEMENT FOR BIDS

Sealed bids for:

GANNETT HALL –
RM 88 FISHER AUDITORIUM RENOVATION
UNIVERSITY OF MISSOURI
COLUMBIA, MISSOURI
PROJECT NUMBER: CP250041

CONSTRUCTION ESTIMATE: \$324,751 - \$360,835

will be received by the Curators of the University of Missouri, Owner, through the bidding module in the University of Missouri's Unity Construct bid module, until 1:30 p.m., C.T., June 4, 2025 and then immediately opened through an online Zoom meeting (<https://umsystem.zoom.us/j/94545145022>) and publicly read aloud. Upon registration, each bidder will have their own secure key to fill out the bid form and upload the bid security and appropriate Supplier Diversity Forms.

Drawings, specifications, and other related contract information may be obtained through the University of Missouri's Unity Construct project management software at the following link: (<https://gateway.app.e-builder.net/app/bidders/landing?accountid=99802330-84d7-4310-865c-f5796a3ed00c&projectid=9cc2d6ae-9828-4213-a963-b7d2f3943e51&bidpackageid=8e09f893-5897-4842-b832-8afcd692f267>). Electronic bid sets are available through Unity Construct at no cost and may be printed as desired by the plan holders. No paper copies will be issued. If paper copies are desired, it is the responsibility of the user to print the files or have them printed.

Helpful Unity Construct bidders' portal instructional training video:

<https://resources.e-builder.net/e-builder-university-training-videos-on-demand/e-builder-bidders-portal-instructional-training-video>

Questions regarding commercial conditions and bidding policies should be directed to Emily Johnson at (573) 882-1108 or johnsonemilym@missouri.edu.

Questions regarding the scope of work or technical requirements should be directed to Pat Duff with PGAV at 913-362-6500 or pat.duff@pgav.com. This can be done via phone or email, but it is preferred that the bidder use the Question/Response feature in Unity Construct Bid Module.

A prebid meeting will be held at 1:30 p.m., C.T., May 27, 2025 in the General Services Bldg., Room 194A, followed by a site walk-through. All interested bidders are invited to attend this meeting.

A Supplier Diversity Participation goal of 10% MBE, 10% WBE, DBE and Veteran; 3% SDVE has been established for this contract.

The Owner reserves the right to waive informalities in bids and to reject any and all bids.

Individuals with special needs as addressed by the Americans with Disabilities Act may contact (573) 882-6800.

Advertisement Date: May 12, 2025

SECTION 1.A

BID FOR LUMP SUM CONTRACT

Date: _____

BID OF _____
(hereinafter called "Bidder") a corporation * organized and existing under laws of the State of _____,

A partnership * consisting of _____,

An individual* trading as _____,

A joint venture* consisting of _____.

*Insert Corporations(s), partnership or individual, as applicable.

TO: Curators of the University of Missouri
c/o Associate Vice Chancellor – Facilities Room L100, General Services Building,
University of Missouri, Columbia, Missouri 65211

1. Bidder, in compliance with invitation for bids for construction work in accordance with Drawings and Specifications prepared by PGAV Architects, entitled "Gannett Hall – Rm 88 Fisher Auditorium Renovation" project number CP250041, dated 04/21/2025 having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposed to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri's tax exemption status, incurred in performing work required under Contract documents, of which this Bid is a part.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

2. In the following Bid(s), amount (s) shall be written in both words and figures. In case of discrepancy between words and figures, words shall govern.

3. **BID PRICING**

- a. The Bidder agrees to furnish all labor, materials, tools, and equipment required to install new seating and finishes including flooring, paint, ceilings, lighting, wall panels, low wall at auditorium perimeter, power receptacles, and mechanical diffuser and ductwork improvements; all as indicated on the Drawings and described in these Specifications for a sum of:

DOLLARS (\$ _____).

b. Additive Alternate Bids:

Above Base Bid may be changed in accordance with the following Alternate Bids as Owner may elect. Alternates are as described in Section 1.H of the Project Manual. Alternates are written in a priority order, but Owner is not required to accept or reject in order listed. This is a one (1) contract project, therefore, Alternates shall be studied by each Bidder to determine effect on Bids of Contractor and each Subcontractor and/or Material supplier.

(1) Additive Alternate No. 1:

Additive Alternate No. 1: Auditorium Center Ceiling and light fixtures- Remove existing linear metal ceiling system and light fixtures and replace with light fixtures, mechanical diffusers and individual acoustical panels system as indicated. Paint open ceiling and elements including structural joists and ductwork. Remove all existing light fixtures and leave existing junction boxes for installation of new light fixtures per Electrical.

All for the sum of:

_____ DOLLARS (\$ _____).

4. PROJECT COMPLETION

- a. Contract Period – Contract period begins on the day the Contractor receives unsigned Contract, Performance Bond, Payment Bond, and “Instructions for Execution of Contract, Bonds, and Insurance Certificates.” Bidder agrees to complete project within **one hundred eighty (180)** calendar days from receipt of aforementioned documents. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned document from Bidder.
- b. Commencement – Contractor agrees to commence work on this project after the “Notice to Proceed” is issued by the Owner. “Notice to Proceed” will be issued within seven (7) calendar days after the Owner receives properly prepared and executed Contract documents listed in paragraph 4.a. above.

5. SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or

listing more than one subcontractor for any category of work without designating the portion of work performed by each shall be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid For Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If acceptance/non-acceptance of Alternates will affect designation of a subcontractor, Bidder shall provide information, for each affected category, with this bid form. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state. The bidder may petition the Owner to change a listed subcontractor only within 48 hours of the bid opening. See Information For Bidders Section 16 List of Subcontractors for requirements.

Work to be performed	Subcontractor Name, City, and State
Seating	
Electrical	
Mechanical	
Drywall	
Ceilings	
Flooring	
Other	

6. SUPPLIER DIVERSITY PARTICIPATION GOALS

- a. The Contractor shall have as a goal, subcontracting with Minority Business Enterprise (MBE) of ten percent (10%) with Women Business Enterprise (WBE), Disadvantage Business Enterprise (DBE), and/or Veteran Owned Business Enterprise of ten percent (10%) with Service-Disable Veteran Owned Business (SDVE) of three percent (3%) of awarded contract price for work to be performed.
- b. Request for waiver of this goal shall be submitted on the attached Application For Waivers form. A determination by the Director of Facilities Planning & Development, UM, that a good faith effort has not been made by Contractor to achieve above stated goal may result in rejection of bid.
- c. The Undersigned proposed to perform work with following Supplier Diversity participation level:

MBE PERCENTAGE PARTICIPATION:

_____ percent (_____ %)

WBE, DBE, and/or VETERAN PERCENTAGE PARTICIPATION

_____ percent (_____ %)

SDVE PERCENTAGE PARTICIPATION:

_____ percent (_____ %)

- d. A Supplier Diversity Compliance Evaluation form shall be submitted with this bid for each diverse subcontractor to be used on this project.

7. BIDDER'S ACKNOWLEDGEMENTS

- a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required thereunder, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.
- b. Bidder agrees that bid shall not be withdrawn for a period of **Sixty (60)** days after scheduled closing time for receipt of bids.
- c. Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in bidding.
- d. Accompanying the bid is a bid bond, or a certified check, or a cashier's check payable without condition to "The Curators of the University of Missouri" which is an amount at least equal to five percent (5%) of amount of largest possible total bid herein submitted, including consideration of Alternates.
- e. Accompanying the bid is a Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. Owner does not maintain Bidder's Statements of Qualifications on file.
- f. It is understood and agreed that bid security of two (2) lowest and responsive Bidders will be retained until Contract has been executed and an acceptable Performance Bond and Payment Bond has been furnished. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance/Payment Bond as required by Contract Documents, accompanying bid security will be realized upon or retained by Owner. Otherwise,

the bid security will be returned to the undersigned.

8. BIDDER'S CERTIFICATE

Bidder hereby certifies:

- a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules or any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.
- f. By virtue of policy of the Board of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined or grown within the State of Missouri. By virtue of policy of the Board of Curators, preference will also be given to all Missouri firms, corporations, or individuals, all as more fully set forth in "Information For Bidders."

END OF BIDDER'S CERTIFICATE

9. BIDDER'S SIGNATURE

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation Joint Venture	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ____yes ____no	

(Each Bidder shall complete bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Bidder's Statement of Qualifications.")

END OF SECTION

**UNIVERSITY OF MISSOURI
BIDDER'S STATEMENT OF QUALIFICATIONS**

Submit with Bid for Lump Sum Contract in separate envelope appropriately labeled. Attach additional sheet if necessary.

1. Company Name _____
Phone# _____ Fax #: _____
Address _____
2. Number of years in business _____. If not under present firm name, list previous firm names and types of organization.

3. List contracts on hand (complete the following schedule, include telephone number).

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
4. General character of work performed by your company personnel.

5. List important projects completed in the last five (5) years on a type similar to the work now bid for, including approximate cost and telephone number.

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
6. Other experience qualifying you for the work now bid.

7. No default has been made in any contract complete or incomplete except as noted below:
(a) Number of contracts on which default was made _____
(b) Description of defaulted contracts and reason therefor _____

8. (a) Have you or your company participated in any contract subject to an equal opportunity clause similar to that described in the General Conditions?
Yes _____ No _____
(b) Have you filed all required compliance reports?
Yes _____ No _____

- (c) Is fifty percent or more of your company owned by a minority?
Yes _____ No _____
- (d) Is fifty percent or more of your company owned by a woman?
Yes _____ No _____
- (e) Is fifty percent or more of your company owned by a service disabled veteran?
Yes _____ No _____
- (f) Is fifty percent or more of your company owned by a veteran?
Yes _____ No _____
- (g) Is your company a Disadvantaged Business Enterprise?
Yes _____ No _____

9. Have you or your company been suspended or debarred from working at any University of Missouri campus?

Yes _____ No _____ (If the answer is "yes", give details.)

10. Have any administrative or legal proceedings been started against you or your company alleging violation of any wage and hour regulations or laws?

Yes _____ No _____ (If the answer is "yes", give details.)

11. Workers Compensation Experience Modification Rates (last 3 yrs): _____ / _____ / _____

Incidence Rates (last 3 years): _____ / _____ / _____

12. List banking references.

13. (a) Do you have a current confidential financial statement on file with Owner?
Yes _____ No _____ (If not, and if desired, Bidder may submit such statement with bid, in a separate sealed and labeled envelope.)

(b) If not, upon request will you file a detailed confidential financial statement within three (3) days?
Yes _____ No _____

Dated at _____ this _____ day of _____ 20____

Name of Organization

Signature

Printed Name

Title of Person Signing

END OF SECTION

SUPPLIER DIVERSITY COMPLIANCE EVALUATION FORM

This form shall be completed by Bidders and submitted with the Bidder's Statement of Qualifications form for each diverse firm who will function as a subcontractor on the contract.

The undersigned submits the following data with respect to this firm's assurance to meet the goal for Supplier Diversity participation.

- I. Project: _____
- II. Name of General Contractor: _____
- III. Name of Diverse Firm: _____
Address: _____
Phone No.: _____ Fax No.: _____
Status (check one) MBE _____ WBE _____ Veteran _____ Service Disabled Veteran _____ DBE _____
- IV. Describe the subcontract work to be performed. (List Base Bid work and any Alternate work separately):
Base Bid: _____

- V. Dollar amount of contract to be subcontracted to the Diverse firm:
Base Bid: _____
Alternate(s), (Identify separately): _____

- VI. Is the proposed subcontractor listed in the Directory of M/W/DBE Vendors, Directory of Serviced Disabled Veterans and/or the Directory of Veterans maintained by the State of Missouri?
Yes _____ No _____

Is the proposed subcontractor certified as a diverse supplier by any of the following: federal government agencies, state agencies, State of Missouri city or county government agencies, Minority and/or WBE certifying agencies?

Yes _____

No _____

If yes, please provide details and attach a copy of the certification.

Does the proposed subcontractor have a signed document from their attorney certifying the Supplier as a Diverse and meeting the 51% owned and committed requirement?

Yes _____

No _____

If yes, please attach letter.

Signature: _____

Name: _____

Title: _____

Date: _____

APPLICATION FOR WAIVER

This form shall be completed and submitted with the Bidder's Statement of Qualifications. Firms wishing to be considered for award are required to demonstrate that a good faith effort has been made to include diverse suppliers. This form will be used to evaluate the extent to which a good faith effort has been made. The undersigned submits the following data with respect to the firm's efforts to meet the goal for Supplier Diversity Participation.

1. List pre-bid conferences your firm attended where Supplier Diversity requirements were discussed.

2. Identify advertising efforts undertaken by your firm which were intended to recruit potential diverse subcontractors for various aspects of this project. Provide names of newspapers, dates of advertisements and copies of ads that were run.

3. Note specific efforts to contact in writing those diverse suppliers capable of and likely to participate as subcontractors for this project.

4. Describe steps taken by your firm to divide work into areas in which diverse suppliers/contractors would be capable of performing.

5. What efforts were taken to negotiate with prospective diverse suppliers/contractors for specific sub-bids? Include the names, addresses, and telephone numbers of diverse suppliers/contractors contacted, a description of the information given to diverse suppliers/contractors regarding plans and specifications for the assigned work, and a statement as to why additional agreements were not made with diverse suppliers/contractors.

6. List reasons for rejecting a diverse supplier/contractor which has been contacted.

8. Describe the follow-up contacts with diverse suppliers/contractors made by your firm after the initial solicitation.

9. Describe the efforts made by your firm to provide interested diverse suppliers/contractors with sufficiently detailed information about the plans, specifications and requirements of the contract.

10. Describe your firm's efforts to locate diverse suppliers/contractors.

Based on the above stated good faith efforts made to include supplier diversity, the bidder hereby requests that the original supplier diversity percentage goal be waived and that the percentage goal for this project be set at _____ percent.

The undersigned hereby certifies, having read the answers contained in the foregoing Application for Waiver, that they are true and correct to the best of his/her knowledge, information and belief.

Signature_____

Name_____

Title_____

Company_____

Date_____

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of _____ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or directly to the Contracting Officer current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the project, the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

Note - If, after filing this information and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the Director of Facilities Planning and Development of the change either through the prime contractor or directly.

Signature _____

Name _____

Title _____

Date _____

Corporate Seal (where appropriate)

Date _____

State of _____

County of _____

On this _____ day of _____, 19_,
before me appeared (name) _____ to me personally known, who, being
duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)

_____ to execute the affidavit and did so as his or her own free act and deed.

(Seal)

Notary Public _____

Commission expires _____

AFFIDAVIT FOR AFFIRMATIVE ACTION

State of Missouri)
)
County of) ss.

_____ first being duly sworn on his/her oath
states: that he/she is the (sole proprietor, partner, or officer) of _____
_____ a (sole proprietorship, partnership, corporation), and as such (sole proprietor, partner, or officer) is
duly authorized to make this affidavit on behalf of said (sole proprietorship, partnership, corporation); that under the contract
known as " _____ "
Project No. _____ less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative
Action requirements as set forth in the "Nondiscrimination in Employment Equal Opportunity," Supplemental Special
Conditions, and Article 13 in the General Conditions do not apply.

Subscribed and sworn before me this _____ day of _____, 19_____.

My commission expires _____, 19_____.

CERTIFYING SUPPLIER DIVERSITY AGENCIES

Diverse firms are defined in General Conditions Articles 1.1.7 and those businesses must be certified as disadvantaged by an approved agency. The Bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a diverse firm by the Owner.

St. Louis Development Corporation
1520 Market St., Ste. 2000
St. Louis, MO 63103
P: 314.982.1400
W: www.stlouis-mo.gov/slhc/

Bi-State Development
211 N. Broadway, Ste. 700
St. Louis, MO 63102
P: 314.982.1400
W: www.metrostlouis.dbesystem.com

St. Louis Minority Business Council
211 N. Broadway, Ste. 1300
St. Louis, MO 63102
P: 314.231.5555
W: www.slmhc.org

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
1222 Spruce Street, Suite 10.103
St. Louis, MO 63101
P: 314.539.6600
W: www.sba.gov

Lambert St. Louis International Airport
Business Diversity Development Office
11495 Navaid
Bridgeton, MO 63044
P: 314-426-8111
W: www.flystl.com/business/business-diversity-development-1/directories

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
P: 816.513.1836
W: kcmohrd.mwdbe.com/?TN=kcmohrd

Mid-States Minority Supplier Development Council
505 N. 7th Street, Ste. 1820
St. Louis, MO 63101
P: 314.278.5616
W: midstatesdc.org

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
1000 Walnut, Suite 500
Kansas City, MO 64106
P: 816.426.4900
W: kcmohrd.mwdbe.com/?TN=kcmohrd

Missouri Department of Transportation
Division of Construction
1617 Missouri Blvd.
P.O. Box 270
Jefferson City, MO 65102
P: 573.526.2978
W: www.modot.org/mrcc-directory

Illinois Department of Transportation
MBE/WBE Certification Section
2300 Dirksen Parkway
Springfield, IL 62764
217/782-5490; 217/785-1524 (Fax)
W: webapps.dot.illinois.gov/UCP/ExternalSearch

State of Missouri OA
Office of Equal Opportunity
301 W. High St. HSC Rm 870-B
Jefferson City, MO 65101
P: 877.259.2963
W: oa.mo.gov/sites/default/files/sdvelisting.pdf
oeo.mo.gov/

Minority Newspapers

Dos Mundos Bilingual Newspaper

902A Southwest Blvd.
Kansas City, MO 64108
816-221-4747
www.dosmundos.com

Kansas City Hispanic News

2918 Southwest Blvd.
Kansas City, MO 64108
816/472-5246
www.kchispanicnews.com

The Kansas City Globe

615 E. 29th Street
Kansas City, MO 64109
816-531-5253
www.thekcglobe.com/about_us.php

St. Louis American

4144 Lindell
St. Louis, MO 63108
314-533-8000
www.stlamerican.com

St. Louis Chinese American News

1766 Burns Ave, Suite 201
St. Louis, MO 63132
314-432-3858
www.scanews.com

St. Louis Business Journal

815 Olive St., Suite 100
St. Louis, MO 63101
314-421-6200
www.bizjournal.com/stlouis

Kansas City Business Journal

1100 Main Street, Suite 210
Kansas City, MO 64105
816-421-5900
www.bizjournals.com/kansascity

AFFIDAVIT OF SUPPLIER DIVERSITY PARTICIPATION

The apparent low Bidder shall complete and submit this form within 48 hours of bid opening for each Diverse firm that will participate on the contract.

1. Diverse Firm: _____

Contact Name: _____

Address: _____

Phone No.: _____ E-Mail: _____

Status (check one) MBE ☐ WBE ☐ Veteran ☐ Service Disabled Veteran ☐ DBE ☐

If MBE, Certified as (circle one): 1) Black American 2) Hispanic American 3) Native American 4) Asian American

2. Is the proposed diverse firm certified by an approved agency [see IFB article 15]? Yes ☐ No ☐

Agency: _____ [attach copy of certification authorization from agency]

Certification Number: _____

3. Diverse firm scope work and bid/contract dollar amount of participation (List Base Bid and Alternate work separately). The final Dollar amount will be determined at substantial completion:

	Scope of Work	Bid/Contract Amount	Final Dollar Amount
Base Bid			
Alternate #1			
Alternate #2			
Alternate #3			
Alternate #4			
Alternate #5			
Alternate #6			

The undersigned certifies that the information contained herein (i.e. Scope of Work and Bid/Contract Amount) is true and correct to the best of their knowledge, information and belief.

General Contractor: _____

Diverse Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The undersigned certifies that the information contained herein (i.e. Scope of Work and Final Dollar Amount) is true and correct to the best of their knowledge, information and belief. If the Final Dollar Amount is different than the Bid/Contract Amount, then attach justification for the difference.

Contractor: _____

Diverse Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

University of Missouri

INFORMATION FOR BIDDERS

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1. Contract Documents and Definitions

1.1 The “Drawings,” “Specifications,” and “Contract Documents” are defined in the “General Conditions of the Contract for Construction.”

1.2 The Drawings, Specifications, and other Contract Documents may be obtained as indicated in the Advertisement for Bids.

1.3 As used herein, “Bid” refers to an offer or proposal submitted to the Owner to enter into a contract for the work identified in the Drawings, Specifications and other Contract Documents.

1.4 As used herein, “Bidder” means an individual or business entity that submits a Bid to the Owner as a prime bidder or general contractor.

1.5 All other terms used herein shall have the meanings defined herein or in the General Conditions of the Contract for Construction or other Contract Documents.

2. Bidder Obligations

2.1 Before submitting a Bid, each Bidder shall carefully examine the Drawings and Specifications and related Contract Documents, visit the site of the work, and fully inform themselves as to all existing conditions, facilities, restrictions, and other matters that could affect the work or the cost thereof.

2.2 Each Bidder shall include in their Bid the cost of all work and materials required to complete the contract in a first-class manner, as specified in the Drawings, Specifications, and other Contract Documents. All work shall be done as defined in the Specifications and as indicated on the Drawings.

2.3 Failure or omission of any Bidder to receive or to examine any form, instrument, addendum, or other document, or to visit the site of the work and acquaint themselves with existing conditions, shall in no way relieve the Bidder from any obligation with respect to their Bid or any awarded contract. No extra compensation will be allowed concerning any matter about which the Bidder should have fully informed themselves prior to submitting a Bid.

2.4 Submission of a Bid shall be deemed acceptance by the Bidder of the above obligations and every obligation required by the Contract Documents in the event the Bid is accepted by the Owner.

3. Interpretation of Documents

3.1 If any prospective Bidder is in doubt about the meaning of any part of the Drawings, Specifications, or

other Contract Documents, the Bidder shall submit a written request to the Architect for an interpretation.

3.2 Any request for interpretation shall be delivered to the Architect at least one (1) week prior to time for receipt of bids.

3.3 A Bid shall be based only on an interpretation issued in the form of an addendum mailed to each person or business entity that is on the Architect’s record as having received a set of the Contract Documents.

3.4 Bidders shall not be entitled to rely on oral interpretations or written statements not issued in an addendum from either the Architect or a representative, agent, or employee of the Owner.

4. Bids

4.1 Bids shall be submitted on a single “Bid for Lump Sum Contract” form (“Bid Form”) as furnished by the Owner or Architect. Bids shall be received separately or in combination as required by Bid Form

4.2 In addition to the Bid Form, the Bid shall include any documents or information required to be submitted by this Information for Bidders or the Contract Documents.

4.3 Bids shall include amounts for alternate bids, unit prices, and cost accounting data where required by the Bid Form.

4.4 Bidders shall apportion each base Bid between various phases of the work, where stipulated in the Bid Form.

4.5 Bids shall be presented in sealed envelopes, which shall be plainly marked “Bids for (indicate name of project from cover sheet)” and mailed or delivered to the building and room number specified in the Advertisement for Bids.

4.6 Each Bidder shall be responsible for actual delivery of their bid during business hours, and it shall not be sufficient to show that a Bid was mailed in time to be received before scheduled closing time for receipt of bids, nor shall it be sufficient to show that a Bid was somewhere in a university facility.

4.7 The Bidder’s price shall include all federal sales, excise, and similar taxes that may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City and State taxes shall not be included as stated in the General Conditions of the Contract for Construction.

4.8 No Bidder shall stipulate in their Bid any conditions not contained in the Bid Form or Contract Documents. Inclusion of any additional conditions or taking exception to any terms may result in rejection of the Bid.

4.9 The Owner reserves the right to waive informalities in bids and to reject any or all bids.

5. Modification and Withdrawal of Bids

5.1 A Bidder may withdraw their Bid at any time before the scheduled closing time for receipt of bids. No Bidder may withdraw their Bid after the scheduled closing time for receipt of bids.

5.2 Only a written request for modification or correction of a previously submitted Bid, contained in a sealed envelope that is plainly marked "Modification of Bid on (name of project on cover sheet)," which is addressed in the same manner as a Bid and received by Owner before the scheduled closing time for receipt of bids, will be accepted and the Bid modified in accordance with such written request.

6. Signing of Bids

6.1 All bids shall be signed manually, by an individual authorized to sign on behalf of the Bidder. The title or office held by the person signing for the Bidder shall appear below the signature.

6.2 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.

6.3 A Bid from a partnership or joint venture shall be signed in the name of the partnership or joint venture by at least one partner or joint venturer or by an Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid executed by all partners or joint venturers.

6.4 A Bid from a corporation shall be signed by an officer of the corporation.

6.5 A Bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

6.6 A Bid from an individual or sole proprietor shall be signed in the name of the individual by the individual or an Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid

executed by the individual.

7. Bid Security

7.1 Each Bid shall be accompanied by a Bid Bond, certified check, or cashier's check, acceptable to and payable without condition to "The Curators of the University of Missouri" in an amount at least equal to five percent (5%) of the Bidder's Bid including additive alternates ("Bid Security").

7.2 Bid security is required as a guarantee that the Bidder will enter into a written contract and furnish a Performance Bond within the time and in form as specified herein or in the Contract Documents; and, if successful Bidder fails to do so, the Bid Security will be realized upon or retained by the Owner. The apparent low Bidder shall notify the Owner in writing within forty-eight (48) hours of the Bid opening of any circumstance that may affect the Bid Security including, but not limited to, an error in the Bid. This notification will not guarantee release of the Bidder's security and/or the Bidder from the Bidder's obligations.

7.3 If a Bid Bond is given as a Bid Security, the amount of the Bid Bond may be stated as an amount equal to at least five percent (5%) of the Bid, including additive alternates, described in the Bid. The Bid Bond shall be executed by the Bidder and a responsible surety licensed in the State of Missouri with a Best's rating of no less than A-/XL.

7.4 It is specifically understood that the Bid Security is a guarantee and shall not be considered as liquidated damages for failure of Bidder to execute and deliver the contract and Performance Bond, nor limit or fix the Bidder's liability to the Owner for any damages sustained because of failure to execute and deliver the required contract and Performance Bond.

7.5 The Bid Security of the two (2) lowest, responsive, responsible bidders will be retained by the Owner until a contract has been executed and an acceptable Performance Bond has been furnished, as required hereby, when such Bid Security will be returned. The Bid Bonds of all other Bidders will be destroyed and all other alternative forms of Bid Security will be returned to them within ten (10) days after the Owner has determined the two (2) lowest, responsive, responsible bids.

8. Bidder's Statement of Qualifications

8.1 Each Bidder shall present evidence of their experience, qualifications, financial responsibility, and ability to carry out the terms of the contract by completing and submitting with their Bid the "Bidder's Statement of Qualifications" form included with the Bid

documents.

8.2 Financial information required to be included with the Statement of Qualifications may be submitted by the Bidder in a separately sealed envelope, which will not be opened by the Owner during the public Bid opening.

8.3 The Bidder's Statement of Qualifications will be treated as confidential information by the Owner to the extent permitted by the Missouri Sunshine Law, Section 610.010, RSMo et seq.

8.4 Bids not accompanied by the Bidder's Statement of Qualifications may be rejected.

9. Award of Contract

9.1 The Owner reserves the right to let other contracts in connection with the work, including, but not limited to, contracts for furnishing and installation of furniture, equipment, machines, appliances, and other apparatus.

9.2 In awarding the contract, the Owner may take into consideration the ability of the Bidder, and their subcontractors, to handle promptly the additional work; the skill, facilities, capacity, experience, ability, responsibility, previous work, and financial standing of Bidder; the Bidder's ability to provide the required bonds and insurance; the quality, efficiency and construction of equipment proposed to be furnished; the period of time within which equipment is proposed to be furnished and delivered; success in achieving the specified Supplier Diversity Goals or demonstrating a good faith effort to do so as described in Article 15 of this document; and the Bidder's status as suspended or debarred. Inability of any Bidder to meet the requirements mentioned above may be cause for rejection of their Bid.

10. Contract Execution

10.1 The awarded Bidder shall submit within fifteen (15) days from receipt of notice of award, the documents required in Article 9 of the General Conditions of the Contract for Construction.

10.2 No bids will be considered binding upon the Owner until all such required documents have been furnished. Failure of Contractor to execute and submit such documents within the time specified will be treated, at the option of the Owner, as a breach of the Bidder's Bid Security and the Owner shall be under no further obligation to the Bidder.

11. Contract Security

11.1 When the Contract Sum exceeds \$50,000, the

Contractor shall procure and furnish a Performance Bond and a Payment Bond in the form prepared by the Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the Contract Sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee the Contractor's faithful performance of the Contract, including but not limited to the Contractor's obligation to correct any defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under the Contract and furnishing materials in connection with the Contract in accordance with Section 107.170, RSMo. These bonds shall be in effect through the duration of the Contract plus any Guaranty Period required by the Contract Documents.

11.2 The bonds required hereunder shall be meet all requirements of Article 11 of the General Conditions of the Contract for Construction.

11.3 If the surety of any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this Article 11, the Contractor shall within ten (10) days substitute another bond and surety, both of which must be acceptable to the Owner. If the Contractor fails to make such substitution, the Owner may procure such required bonds on behalf of Contractor at Contractor's expense.

12. Time of Completion

12.1 The awarded Contractor shall agree to commence work within five (5) days of the date "Notice to Proceed" is received from the Owner, and the entire work shall be completed by the completion date specified or within the number of consecutive calendar days stated in the Special Conditions. The duration of the construction period, when specified in consecutive calendar days, shall begin when the contractor receives notice requesting the documents required in Article 9 of the General Conditions of the Contract for Construction.

13. Number of Contract Documents

13.1 The Owner will furnish the Contractor a copy of the executed contract, Performance Bond, and Payment Bond.

13.2 The Owner will furnish the Contractor the number of copies of complete sets of Drawings and Specifications for the work, as well as clarification and change order Drawings pertaining to change orders required during construction as set forth in the Special Conditions.

14. Missouri Products and Missouri Firms

14.1 The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University of Missouri, and which by contract, shall be binding upon independent contractors and subcontractors with the University of Missouri whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations, or individuals. Each Bidder submitting a Bid agrees to comply with and be bound by the foregoing policy.

15. Supplier Diversity

15.1 Award of Contract

15.1.1 The Bidder shall have a minimum goal of providing participation of Diverse Firms in the project, through self-performance, if a Diverse Firm, or by subcontracting with Diverse Firms as subcontractors, suppliers, or manufacturers, in the amount of the percent of contract price stated in the Bid Form ("Supplier Diversity Goals"). The Owner will take into consideration the Bidder's success in achieving the Supplier Diversity Goals in awarding the contract. Inability of any Bidder to meet one or more of the Supplier Diversity Goals may be cause for rejection of their Bid, unless the Bidder has demonstrated that they made a good faith effort to comply as set forth below.

15.1.2 In addition to the Supplier Diversity Goals set forth in the Bid Form, a three (3) point bonus preference will be given to a Bidder that is a certified Service-Disabled Veteran Enterprises (SDVE) business doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business. The bonus preference will **not** be given to a Bidder for the use of SDVE subcontractors, suppliers, or manufacturers. The bonus preference shall be calculated and applied by reducing the Bid amount of the SDVE Bidder by three (3) percent of the apparent low, responsive Bidder's Bid. Based on this calculation, if the SDVE Bidder's resulting total Bid valuation is less than the Bid of the apparent low, responsive Bidder, the SDVE 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 SDVE Bidder's Bid or the amount(s) of any contract awarded.

15.2 List of Diverse Firms

15.2.1 The Bidder shall submit, within forty-eight (48) hours of the receipt of bids to the University Contracting Officer, a list of Diverse Firms that will be performing as contractor, subcontractor, supplier, or manufacturer on the project. The list shall separately identify each Diverse Firm by name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, supplier, or manufacturer, the Bidder shall provide information for each affected category.

15.2.2 Failure to include a complete list of Diverse Firms that will be used to meet the Supplier Diversity Goals may be grounds for rejection of the Bid.

15.2.3 The list of Diverse Firms shall be submitted in addition to any other listing of subcontractors required in the Bid Form or elsewhere in this document.

15.3 Supplier Diversity Goal Computation

15.3.1 The Bidder may count toward the Supplier Diversity Goal only expenditures to Diverse Firms that perform a commercially useful function in the work of a contract. A Diverse Firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work or contract and is carrying out its responsibilities by actually performing managing and supervising the work.

15.3.2 The Bidder may count toward its Supplier Diversity Goals work granted to a second or subsequent tier subcontractor that is a Diverse Firm provided the Diverse Firm assumes the actual and contractual responsibility for performing work on the project. The Bidder may count toward its Supplier Diversity Goals expenditures for materials and/or supplies obtained from a Diverse Firm, provided the Diverse Firm assumes the actual and contractual responsibility for the provision of the materials and/or supplies. To perform a commercially useful function, a supplier or manufacturer that is a Diverse Firm must be responsible for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.

15.3.3 A Diverse Firm does not perform a commercially useful function if its role is solely that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. In determining whether a firm is such an extra participant, the Owner will examine similar transactions, particularly those in which Diverse Firms do not participate.

15.3.4 A Bidder that is a certified Diverse Firm may count one hundred percent 100% of the contract amount

towards the applicable Supplier Diversity Goal(s), less any amounts awarded to another Diverse Firm. For projects with separate Supplier Diversity Goals, the Bidder will be required to obtain participation in the other categories for which it is not certified through participation by subcontractors, suppliers, or manufacturers. Therefore, an MBE Bidder is expected to obtain the required SDVE and WBE/DBE/Veteran participation; a WBE/DBE/Veteran Bidder is expected to obtain the required MBE and SDVE participation; and a SDVE Bidder is expected to obtain the required MBE and WBE/DBE/Veteran participation.

15.3.5 If the Bidder is a joint venture and the joint venture itself is certified as a Diverse Firm, the joint venture may count toward the Supplier Diversity Goals that portion of the total dollar value of the work equal to the percentage of the ownership and control of the Diverse Firm participant in the joint venture. When a Diverse Firm performs work as a participant in a joint venture where the joint venture is **not** separately certified as a Diverse Firm, only the portion of the Contract Sum equal to the distinct, clearly defined portion of the work that the Diverse Firm performs with its own forces shall count toward the Supplier Diversity Goals.

15.3.6 If a Diverse Firm is certified in more than one Supplier Diversity category, that Diverse Firm may be used to satisfy more than one Supplier Diversity goal, provided that the Diverse Firm is awarded a sufficient percentage of the contract work to meet or exceed all applicable Supplier Diversity Goals.

15.4 Certification of Diverse Firms

15.4.1 The Bidder shall submit, within forty-eight (48) hours of the time for receipt of bids, to the University Contracting Officer, the information requested in the "Supplier Diversity Compliance Evaluation Form" for every Diverse Firm the Bidder intends to award work to under the contract to meet the Supplier Diversity Goals.

15.4.2 "Diverse Firm" is defined in Article 1 of the General Conditions of the Contract for Construction. The Bidder is responsible for obtaining information regarding the certification status of a Diverse Firm. A list of certified Diverse Firms may be obtained by contacting the agencies listed in the document entitled "Supplier Diversity Certifying Agencies."

15.4.3 Bidders are urged to encourage their prospective subcontractors, joint venture participants, team partners, suppliers and manufacturers who are Diverse Firms but are not currently certified to obtain certification from one of the approved agencies prior to

bidding.

15.5 Supplier Diversity Participation Waiver

15.5.1 The Bidder is required to make a good faith effort to locate and contract with Diverse Firms. If a Bidder has made a good faith effort to secure the required Supplier Diversity Participation and has failed, the Bidder shall submit within forty-eight (48) hours of the time for receipt of bids to the University Contracting Officer, the information requested in "Application for Supplier Diversity Participation Waiver." The Contracting Officer will review the Bidder's actions as set forth in the Bidder's "Application for Waiver" and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the Supplier Diversity Goal(s). If the Bidder is judged not to have made a good faith effort, the Bid may be rejected. Bidders who demonstrate that they have made a good faith effort to meet the Supplier Diversity Goal(s) may be awarded the contract regardless of the actual percent of Supplier Diversity Participation, provided that the Bid is otherwise acceptable and is determined to be the lowest, responsive, responsible Bid.

15.5.2 To determine the good faith effort of the Bidder, the Contracting Officer may evaluate factors including, but not limited to, the following:

15.5.2.1 The Bidder's attendance at pre-proposal meetings scheduled to inform Diverse Firms of contracting and subcontracting opportunities and responsibilities associated with Supplier Diversity Participation.

15.5.2.2 The Bidder's advertisements in general circulation trade association, and diverse (minority) focused media concerning subcontracting opportunities.

15.5.2.3 The Bidder's written notice to specific Diverse Firms that their services were being solicited in sufficient time to allow for their effective participation.

15.5.2.4 The Bidder's follow-up attempts to the initial solicitation(s) to determine with certainty whether Diverse Firms were interested.

15.5.2.5 The Bidder's efforts to divide the work into packages suitable for subcontracting to Diverse Firms.

15.5.2.6 The Bidder's efforts to provide interested Diverse Firms with sufficiently detailed information about the Drawings, Specifications and requirements of the contract, and clear scopes of work for the Diverse Firms to bid on.

15.5.2.7 The Bidder's efforts to solicit for specific sub-bids from Diverse Firms in good faith. Documentation should include names, addresses, and telephone numbers of Diverse Firms contacted, a description of all information provided to the Diverse Firms, and an explanation as to why agreements were not reached.

15.5.2.8 The Bidder's efforts to locate Diverse Firms not on the directory list and assist Diverse Firms in becoming certified as such.

15.5.2.9 The Bidder's initiatives to encourage and develop participation by Diverse Firms.

15.5.2.10 The Bidder's efforts to help Diverse Firms overcome legal or other barriers impeding the participation of Diverse Firms in the construction contract.

15.5.2.11 The availability of Diverse Firms and the adequacy of the Bidder's efforts to increase the participation of such business provided by the persons and organizations consulted by the Bidder.

15.6 Submittal of Forms

15.6.1 Within forty-eight (48) hours of the time for receipt of bids, the apparent low Bidder shall submit to the University Contracting Officer all Supplier Diversity Compliance Evaluation Form(s), and/or Application for Waiver with supporting information, and an "Affidavit of Supplier Diversity Participation" for every Diverse Firm the Bidder intends to award work on the contract. The affidavit will be signed by both the Bidder and the Diverse Firm. Failure to submit the documents in the time indicated may result in rejection of the Bid.

15.7 Additional Bid/Proposer Information

15.7.1 The Contracting Officer reserves the right to request from the apparent low Bidder additional information regarding the Bidder's proposed Supplier Diversity Participation and supporting documentation. The Bidder shall respond in writing to the Contracting Officer within twenty-four (24) hours of a request.

15.7.2 The Contracting Officer reserves the right to request additional information after the Bidder has responded to prior requests. This information may include follow up and/or clarification of the information previously submitted.

15.7.3 The Owner reserves the right to consider additional Supplier Diversity Participation submitted by the Bidder after bids are opened. The Owner may

elect to waive the good faith effort requirement if such additional participation achieves the Supplier Diversity Goal.

15.7.4 The Bidder shall provide to the Owner information related to the Supplier Diversity Participation included in the Bidder's proposal, including, but not limited to, the complete Application for Waiver, evidence of certification of participating Diverse firms, dollar amount of participation of Diverse Firms, information supporting a good faith effort as described above, and a list of all Diverse Firms that submitted bids to the Bidder with the Diverse Firm's price, and the name and the price of the firm awarded the scope of work.

16. List of Subcontractors

16.1 If a list of subcontractors is required on the Bid Form, the Bidder shall list the name, city, and state of the firm(s) that will accomplish that portion of the contract requested in the space provided. This list is separate from both the list of Diverse Firms required in Section 15.2 and the complete list of subcontractors required in Section 10.1 of this document. Should the Bidder choose to perform any of the listed portions of the work with its own forces, the Bidder shall enter its own name, city, and state in the space provided. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, the Bidder shall provide that information on the Bid Form.

16.2 Failure of the Bidder to supply the list of subcontractors required or the listing of more than one subcontractor for any category without designating the portion of the work to be performed by each, shall be grounds for the rejection of the Bid. The Bidder can petition the Owner to change a listed subcontractor within forty-eight (48) hours of the Bid opening. The Owner reserves the right to make the final determination on a petition to change a subcontractor. The Owner will consider factors such as clerical and mathematical errors in the Bid, a listed subcontractor's inability to perform the work, etc. Any request to change a listed subcontractor shall include at a minimum, a Bid sheet showing tabulation of the Bid; all subcontractor bids with documentation of the time they were received by the contractor; and a letter from the listed subcontractor on their letterhead stating why they cannot perform the work if applicable. The Owner reserves the right to ask for additional information.

16.3 Upon award of the contract, the requirements of Article 10 herein and Article 5 of the General Conditions of the Contract for Construction will apply.

University of Missouri

General Conditions

of the

Contract

for

Construction

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ARTICLE 1 GENERAL PROVISIONS

1.1 Basic Definitions

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

1.1.1 Owner

The Owner is The Curators of the University of Missouri. The Owner may act through its Board of Curators or any duly authorized committee or representative thereof. The Owner may also be referred to herein as "University".

1.1.2 Contracting Officer

The Contracting Officer is the duly authorized representative of the Owner with the authority to execute contracts. Communications to the Contracting Officer shall be forwarded via the Owner's Representative.

1.1.3 Owner's Representative

The Owner's Representative is authorized by the Owner as the administrator of the Contract and will represent the Owner during the progress of the Work. Communications from the Architect to the Contractor and from the Contractor to the Architect shall be through the Owner's Representative, unless otherwise indicated in the Contract Documents.

1.1.4 Architect

When the term "Architect" is used herein, it shall refer to the Architect or the Engineer specified and defined in the Contract for Construction or its duly authorized representative. Communications to the Architect shall be forwarded to the address shown in the Contract for Construction.

1.1.5 Owner's Authorized Agent

When the term "Owner's Authorized Agent" is used herein, it shall refer to an employee or agency acting on the behalf of the Owner's Representative to perform duties related to code inspections, testing, operational systems check, certification or accreditation inspections, or other specialized work.

1.1.6 Contractor

The Contractor is the person or entity with whom the Owner has entered into the Contract for Construction. The term "Contractor" means the Contractor or the Contractor's authorized representative.

1.1.7 Subcontractor and Lower-tier Subcontractor

A Subcontractor is a person or organization who has a contract with the Contractor to perform any of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative. The term "Subcontractor" also is applicable to those furnishing materials to be incorporated in the Work whether

performed at the Owner's site or off site, or both. A lower-tier Subcontractor is a person or organization who has a contract with a Subcontractor or another lower-tier Subcontractor to perform any of the Work at the site. Nothing contained in the Contract Documents shall create contractual relationships between the Owner or the Architect and any Subcontractor or lower-tier Subcontractor of any tier.

1.1.8 Diversity Definitions

"Diverse Firm" shall mean an approved, certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more diverse individuals as described below.

.1 Minority Business Enterprises (MBE)

Minority Business Enterprise (MBE) shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more minorities as defined below or, in the case of any publicly-owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more minorities as defined below, and whose management and daily business operations are controlled by one (1) or more minorities as defined herein.

.1.1 "African Americans", which includes persons having origins in any of the black racial groups of Africa.

.1.2 "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

.1.3 "Native Americans", which includes persons of American Indian, Eskimo, Aleut, or Native Hawaiian origin.

.1.4 "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas.

.1.5 "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, or Bangladesh.

.2 Women Business Enterprise (WBE)

Women Business Enterprise (WBE) shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more women or, in the case of any publicly owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more women, and whose management and daily business operations are controlled by one (1) or more women.

.3 Veteran Owned Business

Veteran Owned Business shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more Veterans or, in the case of any publicly owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more Veterans, and whose management and daily business operations are controlled by one (1) or more Veterans. Veterans must be certified by the appropriate federal agency responsible for veterans' affairs.

.4 Service-Disabled Veteran Enterprise (SDVE)

Service-Disabled Veteran Enterprise (SDVE) shall mean a business certified by the State of Missouri Office of Administration as a Service-Disabled Veteran Enterprise, which is at least fifty-one percent (51%) owned and controlled by one (1) or more Serviced-Disabled Veterans or, in the case

of any publicly-owned business, in which at least fifty-one percent (51%) of the stock of which is owned by one (1) or more Service-Disabled Veterans, and whose management and daily business operations are controlled by one (1) or more Serviced-Disabled Veterans.

.5 Disadvantaged Business Enterprise (DBE)

A Disadvantaged Business Enterprise (DBE) is a for-profit small business concern where a socially and economically disadvantaged individual owns at least 51% interest and also controls management and daily business operations. These firms can also be referred to as Small Disadvantaged Businesses (SDB). Eligibility requirements for certification are stated in 49 CFR (Code of Federal Regulations), part 26, Subpart D.

U.S. citizens that are African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Also recognized as DBEs are Historically Black Colleges and Universities (HBCU) and small businesses located in Federal HUB Zones.

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet Small Business Administration (SBA) size criteria (500 employees or less) and have average annual gross receipts not to exceed \$22.41 million. To be considered a DBE/SDB, a small business owned and controlled by socially and/or economically disadvantaged individuals must receive DBE certification from one of the recognized Missouri state agencies to be recognized in this classification.

1.1.9 Work

Work shall mean supervision, labor, equipment, tools, material, supplies, incidentals operations and activities required by the Contract Documents or reasonably inferable by the Contractor therefrom as necessary 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.

1.1.10 Approved

The terms “approved”, “equal to”, “directed”, “required”, “ordered”, “designated”, “acceptable”, “compliant”, “satisfactory”, and similar words or phrases will be understood to have reference to action on the part of the Architect and/or the Owner’s Representative.

1.1.11 Contract Documents

The Contract Documents consist of (1) the executed Contract for Construction, (2) these General Conditions of the Contract for Construction, (3) any Supplemental Conditions or Special Conditions identified in the Contract for Construction, (4) the Specifications identified in the Contract for Construction, (5) the Drawings identified in the Contract for Construction, (6) Addenda issued prior to the receipt of bids, (7) Contractor’s bid addressed to Owner, including Contractor’s completed Qualification

Statement, (8) Contractor’s Performance Bond and Contractor’s Payment Bond, (9) Notice to Proceed, (10) and any other exhibits and/or post bid adjustments identified in the Contract for Construction, (11) Advertisement for Bid, (12) Information for Bidders, and (13) Change Orders issued after execution of the Contract. All other documents and technical reports and information are not Contract Documents, including without limitation, Shop Drawings, and Submittals.

1.1.12 Contract

The Contract Documents form the Contract and are the exclusive statement of agreement between the parties. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or any lower-tier Subcontractor.

1.1.13 Change Order

The Contract may be amended or modified without invalidating the Contract only by a Change Order, subject to the limitations in Article 7 and elsewhere in the Contract Documents. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement to a change in the Work, the amount of the adjustment to the Contract Sum, if any, and the extent of the adjustment to the Contract Time, if any. Agreement to any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments of the Contract Sum, time and schedule.

1.1.14 Substantial Completion

The terms “Substantial Completion” or “substantially complete” as used herein shall be construed to mean the completion of the entire Work, including all submittals required under the Contract Documents, except minor items which in the opinion of the Architect, and/or the Owner’s Representative will not interfere with the complete and satisfactory use of the facilities for the purposes intended.

1.1.15 Final Completion

The date when all punch list items are completed, including all closeout submittals and approval by the Architect is given to the Owner in writing.

1.1.16 Supplemental and Special Conditions

The terms “Supplemental Conditions” or “Special Conditions” shall mean the part of the Contract Documents which amend, supplement, delete from, or add to these General Conditions.

1.1.17 Day

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

1.1.18 Knowledge

The terms “knowledge,” “recognize” and “discover” their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes, or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the Work. Analogously, the expression “reasonably inferable” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the Work.

1.1.19 Punch List

“Punch List” means the list of items, prepared in connection with the inspection(s) of the Project by the Owner’s Representative or the Architect in connection with Substantial Completion of the Work or a portion of the Work, which the Owner’s Representative or the Architect has designated as remaining to be performed, completed, or corrected before the Work will be accepted by the Owner.

1.1.20 Force Majeure

An event or circumstance that could not have been reasonably anticipated and is out of the control of both the Owner and the Contractor.

1.2 Specifications and Drawings

1.2.1 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction system, standards and workmanship and performance of related services for the Work identified in the Contract for Construction. Specifications are separated into titled divisions for convenience of reference only. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Such separation will not operate to make the Owner or the Architect an arbiter of labor disputes or work agreements.

1.2.2 The drawings herein referred to, consist of drawings prepared by the Architect, and are enumerated in the Contract Documents.

1.2.3 Drawings are intended to show general arrangements, design, and dimensions of work and are partly diagrammatic. Dimensions shall not be determined by scale or rule. If figured dimensions are lacking, they shall be supplied by the Architect on the Contractor’s written request to the Owner’s Representative.

1.2.4 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor

shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.5 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement; either or both in accordance with the Owner’s Representative’s interpretation. On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale drawings over small scale drawings. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Work site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Owner’s Representative and the Architect for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Owner’s Representative and the Architect before making the change.

1.2.6 Data in the Contract Documents concerning lot size, ground elevations, present obstructions on or near the site, locations and depths of sewers, conduits, pipes, wires, etc., position of sidewalks, curbs, pavements, etc., and nature of ground and subsurface conditions have been obtained from sources the Architect believes reliable, but the Architect and the Owner do not represent or warrant that this information is accurate or complete. The Contractor shall verify such data to the extent possible through normal construction procedures, including but not limited to contacting utility owners and by prospecting.

1.2.7 Only work included in the Contract Documents is authorized, and the Contractor shall do no work other than that described therein.

1.2.8 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents that it has performed its own investigation and examination of the Work site and its surroundings and satisfied itself before entering into this Contract as to:

- .1** conditions bearing upon transportation, disposal, handling, and storage of materials;
- .2** the availability of labor, materials, equipment, water, electrical power, utilities and roads;
- .3** uncertainties of weather, river stages, flooding and similar characteristics of the site;
- .4** conditions bearing upon security and protection of material, equipment, and Work in progress;
- .5** the form and nature of the Work site, including the surface and sub-surface conditions;

.6 the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and

.7 the means of access to the site and the accommodations it may require and, in general, shall be deemed to have obtained all information as to risks, contingencies and other circumstances.

.8 the ability to complete work without disruption to normal campus activities, except as specifically allowed in the Contract Documents.

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.

1.2.9 Drawings, specifications, and copies thereof furnished by the Owner are and shall remain the Owner's property. They are not to be used on another project and, with the exception of one contract set for each party to the Contract, shall be returned to the Owner's Representative on request, at the completion of the Work.

1.3 Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 2 OWNER

2.1 Information and Services Required of Owner

2.1.1 Permits and fees are the responsibility of the Contractor under the Contract Documents, unless specifically stated in the Contract Documents that the Owner will secure and pay for specific necessary approvals, easements, assessments, and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

2.1.2 When requested in writing by the Contractor, information or services under the Owner's control, which are reasonably necessary to perform the Work, will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

2.2 Owner's Right to Stop the Work

2.2.1 If the Contractor fails to correct Work which is not in strict accordance with the requirements of the Contract Documents or fails to carry out Work in strict accordance with the Contract Documents, the Owner's Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work will not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Owner's lifting of Stop Work Order shall not prejudice the Owner's right to enforce any provision of this Contract.

2.3 Owner's Right to Carry Out the Work

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of a written notice from the Owner to correct such default or neglect, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default or neglect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to Owner. However, such notice shall be waived in the event of an emergency with the potential for property damage or the endangerment of students, faculty, staff, the public or construction personnel, at the sole discretion of the Owner.

2.3.2 In the event the Contractor has not satisfactorily completed all items on the Punch List within thirty (30) days of its receipt, the Owner reserves the right to complete the Punch List without further notice to the Contractor or its surety. In such case, the Owner shall be entitled to deduct from payments then or thereafter due the Contractor the cost of completing the Punch List items, including compensation for the Architect's additional services. If payments then or thereafter due Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4 Extent of Owner Rights

2.4.1 The rights stated in Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.4.2 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.

ARTICLE 3 CONTRACTOR

3.1 Contractor's Warranty

3.1.1 The Contractor warrants all equipment and materials furnished, and work performed, under this Contract, against defective materials and workmanship for a period of twelve months after acceptance as provided in this Contract, unless a longer period is specified, regardless of whether the same were furnished or performed by the Contractor or any Subcontractors of any tier. Upon written notice from the Owner of any breach of warranty during the applicable warranty period due to defective material or workmanship, the affected part or parts thereof shall be repaired or replaced by the Contractor at no cost to the Owner. Should the Contractor fail or refuse to make the necessary repairs, replacements, and tests when requested by the Owner, the Owner may perform, or cause the necessary work and tests to be performed, at the Contractor's expense, or exercise the Owner's rights under Article 14.

3.1.2 Should one or more defects mentioned above appear within the specified period, the Owner shall have the right to continue to use or operate the defective part or apparatus until the Contractor makes repairs or replacements or until such time as it can be taken out of service without loss or inconvenience to the Owner.

3.1.3 The above warranties are not intended as a limitation but are in addition to all other express warranties set forth in this Contract and such other warranties as are implied by law, custom, and usage of trade. The Contractor, and its surety or sureties, if any, shall be liable for the satisfaction and full performance of the warranties set forth herein.

3.1.4 Neither the final payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner, nor expiration of warranty stated herein, will constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any responsibility for non-conforming work. The Contractor shall immediately remedy any defects in the Work and pay for any damage to other Work resulting therefrom upon written notice from the Owner. Should the Contractor fail or refuse to remedy the non-conforming work, the Owner may perform, or cause to be performed all actions necessary to bring the Work into conformance with the Contract Documents at the Contractor's expense.

3.1.5 The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their officers, agents, employees, and volunteers, from and against all loss or expense from any injury or damages to property of others suffered or incurred on account of any breach of the aforesaid obligations and covenants. The Contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor, or at the option of the University, agrees to pay to or

reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands. The parties hereto understand and agree that the University is relying on and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

3.2 Compliance with Laws, Regulations, Permits, Codes, and Inspections

3.2.1 The Contractor shall, without additional expense to the Owner, comply with all applicable laws, ordinances, rules, permit requirements, codes, statutes, and regulations (which may be collectively referred to as "laws").

3.2.2 Since the Owner is an instrumentality of the State of Missouri, municipal, or political subdivision, ordinances, zoning ordinances, and other like ordinances are not applicable to construction on the Owner's property, and the Contractor will not be required to submit plans and specifications to any municipal or political subdivision authority to obtain construction permits or any other licenses or permits from or submit to, inspection by any municipality or political subdivision relating to the construction on the Owner's property, unless required by the Owner in these Contract Documents or otherwise in writing.

3.2.3 All fees, permits, inspections, or licenses required by municipality or political subdivision for operation on property not belonging to the Owner, shall be obtained by and paid for by the Contractor. The Contractor, of its own expense, is responsible to ensure that all inspections required by said permits or licenses on property, easements, or utilities not belonging to the Owner are conducted as required therein. All connection charges, assessments or transportation fees as may be imposed by any utility company or others are included in the Contract Sum and shall be the Contractor's responsibility.

3.2.4 If the Contractor has knowledge that any Contract Documents are at variance with any laws, including Americans with Disabilities Act – Standards for Accessible Design, ordinances, rules, regulations, or codes applying to the Work, Contractor shall promptly notify the Architect and the Owner's Representative, in writing, and any necessary changes will be adjusted as provided in the Contract Documents. However, it is not the Contractor's primary responsibility to ascertain that the Contract Documents are in accordance with applicable laws, unless such laws bear upon performance of the Work.

3.3 Anti-Kickback

3.3.1 No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

3.3.2 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any Subcontract of any tier in connection with the construction of the Work shall have a financial interest in this Contract or in any part thereof, any material supply contract, Subcontract of any tier, insurance contract, or any other contract pertaining to the Work.

3.4 Supervision and Construction Procedures

3.4.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall supply sufficient and competent supervision and personnel, and sufficient material, plant, and equipment to prosecute the Work with diligence to ensure completion thereof within the time specified in the Contract Documents, and shall pay when due any laborer, Subcontractor of any tier, or supplier.

3.4.2 The Contractor, if an individual, shall give the Work an adequate amount of personal supervision, and if a partnership, corporation, or joint venture or other business entity, the Work shall be given an adequate amount of personal supervision by a partner or executive officer, as determined by the Owner's Representative.

3.4.3 The Contractor and each of its Subcontractors of any tier shall submit to the Owner such schedules of quantities and costs, progress schedules in accordance with 3.18 this document, payrolls, reports, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under the Contract.

3.4.4 The Contractor shall be represented at the site by a competent superintendent from the beginning of the Work until its final acceptance, whenever Contract Work is being performed, unless otherwise permitted in writing by the Owner's Representative. The superintendent for the Contractor shall exercise general supervision over the Work and such superintendent shall have decision making authority of the Contractor. Communications given to the superintendent shall be binding as if given to the Contractor. The superintendent shall not be changed by the Contractor without approval from the Owner's Representative.

3.4.5 The Contractor shall establish and maintain a permanent benchmark to which access may be had during progress of the Work, and Contractor shall establish all lines and levels, and shall be responsible for the correctness of such. The Contractor shall be fully responsible for all layout work for the proper location of Work in strict accordance with the Contract Documents.

3.4.6 The Contractor shall establish and be responsible for wall and partition locations. If applicable, separate contractors shall be entitled to rely upon these locations and for setting their sleeves, openings, or chases.

3.4.7 The Contractor's scheduled outage/tie-in plan, time, and date for any utilities is subject to approval by the Owner's Representative. Communication with the appropriate entity and planning for any scheduled outage/tie-in of utilities shall be the responsibility of the Contractor. Failure of the Contractor to comply with the provisions of this Paragraph shall cause the Contractor to forfeit any right to an adjustment of the Contract Sum or Contract Time for any postponement, rescheduling or other delays ordered by the Owner in connection with such Work. The Contractor shall follow the following procedures for all utility outages/tie-ins or disruption of any building system:

- .1** All shutting of valves, switches, etc., shall be by the Owner's personnel.
- .2** The Contractor shall submit its preliminary outage/tie-in schedule with its baseline schedule.
- .3** The Contractor shall request an outage/tie-in meeting at least two weeks before the outage/tie-in is required.
- .4** The Owner's Representative will schedule an outage/tie-in meeting at least one week prior to the outage/tie-in.

3.4.8 The Contractor shall coordinate all Work so there shall be no prolonged interruption of existing utilities, systems, and equipment of the Owner. Any existing plumbing, heating, ventilating, air conditioning, or electrical disconnection necessary, which affect portions of this construction or building or any other building, must be scheduled with the Owner's Representative to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, either intentionally or accidentally, shall not relieve the Contractor from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

3.4.9 The Contractor shall be responsible for repair of damage to property on or off the project occurring during construction of project, and all such repairs shall be made to meet code requirements or to the satisfaction of the Owner's Representative if code is not applicable.

3.4.10 The Contractor shall be responsible for all shoring required to protect the Work or adjacent property and shall pay

for any damage caused by failure to shore or by improper shoring or by failure to give proper notice. Shoring shall be removed only after completion of permanent supports.

3.4.11 The Contractor shall maintain at the Contractor's 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 students, faculty, 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.

3.4.12 During the performance of the 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 shall give proper and understandable warning to all persons of danger of entry onto land, structure, or equipment, within the limits of the Contractor's work area.

3.4.13 The Contractor shall pump, bail, or otherwise keep any general excavations free of water. The Contractor shall keep all areas free of water before, during and after concrete placement. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials installed, or to be installed by the Contractor.

3.4.14 The Contractor shall be responsible for care of the Work and must protect same from damage of defacement until acceptance by the Owner. All damaged or defaced Work shall be repaired or replaced to the Owner's satisfaction, without cost to the Owner.

3.4.15 When requested by the Owner's Representative, the Contractor, at no extra charge, shall provide scaffolds or ladders in place as may be required by the Architect or the Owner for examination or inspection of Work in progress or completed.

3.4.16 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and any other entity or persons performing portions of the Work.

3.4.17 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner's Representative or the Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.4.18 The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are compliant and in proper condition to receive subsequent Work.

3.5 Use of Site

3.5.1 The Contractor shall limit operations and storage of material to the area within the Work limit lines shown on Drawings, except as necessary to connect to exiting utilities, shall not encroach on neighboring property, and shall exercise caution to prevent damage to existing structures.

3.5.2 Only materials and equipment, which are to be used directly in the Work, shall be brought to and stored on the Work site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Work site. Protection of construction materials and equipment stored at the Work site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

3.5.3 No project signs shall be erected without the written approval of the Owner's Representative.

3.5.4 The Contractor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. Particular attention shall be paid to access for emergency vehicles, including fire trucks. Wherever there is the possibility of interfering with normal emergency vehicle operations, the Contractor shall obtain permission from both campus and municipal emergency response entities prior to limiting any access. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Work in the event of partial occupancy. The Contractor shall assume full responsibility for any damage to the property comprising the Work or to the owner or occupant of any adjacent land or areas resulting from the performance of the Work.

3.5.5 The Contractor shall not permit any workers to use any existing facilities at the Work site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner's Representative governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of the Owner's operations. Any request for Work, a suspension of Work or any other request or directive received by the Contractor from occupants of existing buildings shall be referred to the Owner's Representative for determination.

3.5.6 The Contractor and the Subcontractor of any tier shall have its' name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the project. The signs are required on such vehicles during the time the Contractor is working on the project.

3.6 Review of Contract Documents and Field Conditions by Contractor

3.6.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Architect and the Owner and shall at once report in writing to the Architect and the Owner's Representative any errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity which it knows or should have known involves a recognized error, inconsistency, or omission in the Contract Documents without such written notice to the Architect and the Owner's Representative, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.6.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported in writing to the Architect and the Owner's Representative within twenty-four (24) hours. During the progress of the Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment and proceed with the fabrication to meet field conditions. The Contractor shall consult all Contract Documents to determine the exact location of all work and verify spatial relationships of all work. Any question concerning said location or spatial relationships shall be submitted to the Owner's Representative. Specific locations for equipment, pipelines, ductwork and other such items of work, where not dimensioned on plans, shall be determined in consultation with the Owner's Representative and the Architect. The Contractor shall be responsible for the proper fitting of the Work in place.

3.6.3 The Contractor shall provide, at the proper time, such material as required for support of the Work. If openings or chases are required, whether shown on Drawings or not, the Contractor shall see they are properly constructed. If required openings or chases are omitted, the Contractor shall cut them at the Contractor's own expense, but only as directed by the Architect, through the Owner's Representative.

3.6.4 Should the Contract Documents fail to particularly describe materials or goods to be used, it shall be the duty of the Contractor to inquire of the Architect and

the Owner's Representative what is to be used and to supply it at the Contractor's expense, or else thereafter replace it to the Owner's Representative's satisfaction. At a minimum, the Contractor shall provide the quality of materials as generally specified throughout the Contract Documents.

3.7 Cleaning and Removal

3.7.1 The Contractor shall keep the Work site and surrounding areas free from accumulation of waste materials, rubbish, debris, and dirt resulting from the Work and shall clean the Work site and surrounding areas as requested by the Architect and the Owner's Representative, including mowing of grass greater than six (6) inches high. The Contractor shall be responsible for the cost of clean up and removal of debris from premises. The building and premises shall be kept clean, safe, in a workmanlike manner, and in compliance with OSHA standards and code at all times. At completion of the Work, the Contractor shall remove from and about the Work site tools, construction equipment, machinery, fencing, and surplus materials. Further, at the completion of the Work, all dirt, stains, and smudges shall be removed from every part of the building, all glass in doors and windows shall be washed, and entire Work shall be left broom clean in a finished state ready for occupancy. The Contractor shall advise his Subcontractors of any tier of this provision, and the Contractor shall be fully responsible for leaving the premises in a finished state ready for use to the satisfaction of the Owner's Representative. If the Contractor fails to comply with the provisions of this Paragraph, the Owner may do so, and the cost thereof shall be charged to the Contractor.

3.8 Cutting and Patching

3.8.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.8.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.8.3 If the Work involves renovation and/or alteration of existing improvements, the Contractor acknowledges that cutting and patching of the Work is essential for the Work to be successfully completed. The Contractor shall perform any cutting, altering, patching, and/or fitting of the Work necessary for the Work and the existing improvements to be fully integrated and to present the visual appearance of an entire, completed, and unified project. In performing any Work which requires cutting or patching, the Contractor shall use its best efforts to protect and preserve the visual appearance and

aesthetics of the Work to the reasonable satisfaction of both the Owner's Representative and the Architect.

3.9 Indemnification

3.9.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the Architect, the Architect's consultants, and the agents, employees, representatives, insurers and re-insurers of any of the foregoing (hereafter collectively referred to as the "Indemnitees") from and against claims, damages (including loss of use of the Work itself), punitive damages, penalties and civil fines unless expressly prohibited by law, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work to the extent caused in whole or in part by negligent acts or omissions or other fault of the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the negligent acts or omissions or other fault of a party indemnified hereunder. The Contractor's obligations hereunder are in addition to and shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that the Owner may possess. If one or more of the Indemnitees demand performance by the Contractor of obligations under this Paragraph or other provisions of the Contract Documents and if the Contractor refuses to assume or perform, or delays in assuming or performing the Contractor's obligations, Contractor shall pay each Indemnitee who has made such demand its respective attorneys' fees, costs, and other expenses incurred in enforcing this provision. The defense and indemnity required herein shall be a binding obligation upon the Contractor whether or not an Indemnitee has made such demand. Even if a defense is successful to a claim or demand for which the Contractor is obligated to indemnify the Indemnitees from under this Paragraph, the Contractor shall remain liable for all costs of defense.

3.9.2 The indemnity obligations of the Contractor under this Section 3.9 shall survive termination of this Contract or final payment thereunder. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Owner may in its sole discretion reserve, return or apply any monies due or to become due the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the Owner may release such funds if the Contractor provides the Owner with reasonable assurance of protection of the Owner's interests. The Owner shall in its sole discretion determine if such assurances are reasonable. The Owner reserves the right to control the defense and settlement of any claim, action or proceeding which the Contractor has an obligation to indemnify the Indemnitees against.

3.9.3 In claims against any person or entity indemnified under this Section 3.9 by an employee of the Contractor, a

Subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.9.4 The obligations of the Contractor under Paragraph 3.9.1 shall not extend to the liability of the Architect, the Architect's agents or employees, arising out of the preparation and approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

3.10 Patents

3.10.1 The Contractor shall hold and save harmless the Owner and its officers, agents, servants, and employees from liability of any nature or kind, including cost and expense, for, or on account of, any patented or otherwise protected invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.10.2 If the Contractor uses any design, device, or material 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 Sum include, and the Contractor shall pay all royalties, license fees or costs arising from the use of such design, device, or material in any way involved in the Work. The Contractor and/or sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or material 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 obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

3.11 Delegated Design

3.11.1 If the Contract Documents specify the Contractor is responsible for the design of any Work as part of the project, then the Contractor shall procure all design services and certifications necessary to complete the Work as specified, from a design professional licensed in the State of Missouri. The signature and seal of that design professional shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals related to the Work. The design professional shall maintain insurance as required per Article 11.

3.12 Materials, Labor, and Workmanship

3.12.1 Materials and equipment incorporated into the Work shall strictly conform to the Contract Documents and representations and approved Samples provided by Contractor

and shall be of the most suitable grade of their respective kinds for their respective uses and shall be fit and sufficient for the purpose intended, merchantable, of good new material and workmanship, and free from defect. Workmanship shall be in accordance with the highest standard in the industry and free from defect in strict accordance with the Contract Documents.

3.12.2 Materials and fixtures shall be new and of latest design unless otherwise specified and shall provide the most efficient operating and maintenance costs to the Owner. All Work shall be performed by competent workers and shall be of best quality.

3.12.3 The Contractor shall carefully examine the Contract Documents and shall be responsible for the proper fitting of his material, equipment, and apparatus into the building.

3.12.4 The Contractor shall base its bid only on the Contract Documents.

3.12.5 Materials and workmanship shall be subject to inspection, examination, and testing by the Architect and the Owner's Representative at any and all times during manufacture, installation, and construction of any of them, at places where such manufacture, installation, or construction is performed.

3.12.6 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.12.7 Unless otherwise specifically noted, the Contractor shall provide and pay for supervision, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.12.8 Substitutions

3.12.8.1 A substitution is a Contractor proposal of an alternate product or method in lieu of what has been specified or shown in the Contract Documents, which is not an "or equal" as set forth in Section 3.13.

3.12.8.2 The Contractor may make a proposal to the Architect and the Owner's Representative to use substitute products or methods as set forth herein, but the Architect's and the Owner's Representative's decision concerning acceptance of a substitute shall be final. The Contractor must do so in writing and setting forth the following:

.1 Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other

like information necessary for a complete evaluation of the substitution.

.2 Reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.

.3 The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable.

.4 The adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable.

.5 An affidavit stating that (a) the proposed substitution conforms to and meets all of the Contract Document requirements and is code compliant, except as specifically disclosed and set forth in the affidavit and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted to the Architect and the Owner's Representative in sufficient time to allow the Architect and the Owner's Representative no less than ten (10) working days for review. No substitution will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

3.12.8.3 Substitutions may be rejected without explanation at the Owner's sole discretion and will be considered only under one or more of the following conditions:

.1 Required for compliance with interpretation of code requirements or insurance regulations then existing;

.2 Unavailability of specified products, through no fault of the Contractor;

.3 Material delivered fails to comply with the Contract Documents;

.4 Subsequent information discloses inability of specified products to perform properly or to fit in designated space;

.5 Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or

.6 When in the judgment of the Owner or the Architect, a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

3.12.8.4 Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

3.13 Approved Equal

3.13.1 Whenever in the Contract Documents any article, appliance, device, or material is designated by the name of a manufacturer, vendor, or by any proprietary or trade name, the words "or approved equal," shall automatically follow and shall be implied unless specifically indicated otherwise. The 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's Representative and the Architect they are equal in design, appearance, spare parts availability, strength, durability, usefulness, serviceability, operation cost, maintenance cost, and convenience for the purpose intended. Any general listings of approved

manufacturers in any Contract Document shall be for informational purposes only and it shall be the Contractor's sole responsibility to ensure that any proposed "or equal" complies with the requirements of the Contract Documents and is code compliant.

3.13.2 The Contractor shall submit to the Architect and the Owner's Representative a written and full description of the proposed "or equal" including all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and similar information demonstrating that the proposed "or equal" strictly complies with the Contract Documents. The Architect or the Owner's Representative shall take appropriate action with respect to the submission of a proposed "or equal" item. If Contractor fails to submit proposed "or equals" as set forth herein, it shall waive any right to supply such items. The Contract Sum and Contract Time shall not be adjusted as a result of any failure by Contractor to submit proposed "or equals" as provided for herein. All documents submitted in connection with preparing an "or equal" shall be clearly and obviously marked as a proposed "or equal" submission.

3.13.3 No approvals or action taken by the Architect or Owner's Representative shall relieve the Contractor from its obligation to ensure that an "or equal" article, appliance, devise, or material strictly complies with the requirements of the Contract Documents. The Contractor shall not propose "or equal" items in connection with Shop Drawings or other Submittals, and the Contractor acknowledges and agrees that no approvals or action taken by the Architect or Owner's Representative with respect to Shop Drawings or other Submittals shall constitute approval of any "or equal" item or relieve the Contractor from its sole and exclusive responsibility. Any changes required in the details and dimensions indicated in the Contract Documents for the incorporation or installation of any "or equal" item supplied by the Contractor shall be properly made and approved by the Architect at the expense of the Contractor. No "or equal" items will be permitted for components of or extensions to existing systems when, in the opinion of the Architect, the named manufacturer must be provided in order to ensure compatibility with the existing systems, including, but not limited to, mechanical systems, electrical systems, fire alarms, smoke detectors, etc. No action will be taken by the Architect with respect to proposed "or equal" items prior to receipt of bids, unless otherwise noted in the Special Conditions.

3.14 Shop Drawings, Product Data, Samples, and Coordination Drawings/BIM Models

3.14.1 Shop Drawings are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

3.14.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.14.3 Samples are physical samples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.14.4 Coordination Drawings are drawings for the integration of the Work, including work first shown in detail on Shop Drawings or product data. Coordination Drawings show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination Drawings are the responsibility of the Contractor and are submitted for informational purposes. The Special Conditions will state whether Coordination Drawings are required. BIM models may be used for coordination in lieu of Coordination Drawings at the Contractor's discretion, unless required in the Special Conditions. The final Coordination Drawings/BIM Model will not change the Contract Documents, unless approved by a fully executed Change Order describing the specific modifications that are being made to the Contract Documents.

3.14.5 Shop Drawings, Coordination Drawings/BIM Models, Product Data, Samples, and similar submittals (collectively referred to as "Submittals") are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.14.6 The Contractor shall schedule submittal of Shop Drawings and Product Data to the Architect so that no delays will result in delivery of materials and equipment, advising the Architect of priority for checking of Shop Drawings and Product Data, but a minimum of two weeks shall be provided for this purpose. Because time is of the essence in this Contract, unless noted otherwise in the Special Conditions or Technical Specifications, all Submittals, Shop Drawings and Samples must be submitted as required to maintain the Contractor's plan for proceeding but must be submitted within ninety (90) days of the Notice to Proceed. If the Contractor believes that this milestone is unreasonable for any submittal, the Contractor shall request an extension of this milestone, within sixty (60) days of Notice to Proceed, for each submittal that cannot meet the milestone. The request shall contain a reasonable explanation as to why the ninety (90)-day milestone is unrealistic and shall specify a date on which the submittal will be provided, for approval by the Owner's Representative. Failure of the Contractor to comply with this Section may result in delays in the submittal approval process and/or charges for expediting approval, both of which will be the responsibility of the Contractor.

3.14.7 The Contractor, at its own expense, shall submit Samples required by the Contract Documents with reasonable promptness as to cause no delay in the Work or the activities of

separate contractors and no later than twenty (20) days before materials are required to be ordered for scheduled delivery to the Work site. Samples shall be labeled to designate material or products represented, grade, place of origin, name of producer, name of the Contractor and the name and number of the Owner's project. Quantities of Samples shall be twice the number required for testing so that the Architect can return one set of the Samples. Materials delivered before receipt of Architect's approval may be rejected by the Architect and in such event, the Contractor shall immediately remove all such materials from the Work site. When requested by the Architect or the Owner's Representative, Samples of finished masonry and field applied paints and finishes shall be located as directed and shall include sample panels built at the site of approximately twenty (20) square feet each.

3.14.8 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved Submittals.

3.14.9 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents such Submittals strictly comply with the requirements of the Contract Documents and that the Contractor has determined and verified field measurements and field construction criteria related thereto, that materials are fit for their intended use and that the fabrication, shipping, handling, storage, assembly and installation of all materials, systems and equipment are in accordance with best practices in the industry and are in strict compliance with any applicable requirements of the Contract Documents. The Contractor shall also coordinate each Submittal with other Submittals.

3.14.10 The Contractor shall be responsible for the correctness and accuracy of the dimensions, measurements and other information contained in the Submittals.

3.14.11 Each Submittal will bear a stamp or specific indication that the Submittal complies with the Contract Documents and the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of that Submittal. Each Submittal shall bear the signature of the representative of the Contractor who approved the Submittal, together with the Contractor's name, Owner's name, number of the Project, and the item name and specification section number.

3.14.12 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof. Specifically, but not by way of limitation, the

Contractor acknowledges that the Architect's approval of Shop Drawings shall not relieve the Contractor for responsibility for errors and omissions in the Shop Drawings since the Contractor is responsible for the correctness of dimensions, details and the design of adequate connections and details contained in the Shop Drawings.

3.14.13 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous Submittals.

3.14.14 The Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Architect or applicable laws, by a licensed engineer or other design professional.

3.15 Record Drawings

3.15.1 The Contractor shall maintain a set of Record Drawings on site in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (1) bidding addendums, (2) executed Change Orders, (3) deviations from the Drawings made during construction; (4) details in the Work not previously shown; (5) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (6) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs; and (7) such other information as either the Owner or the Architect may reasonably request. The prints for Record Drawing use will be a set of "blue line" prints provided by the Architect to the Contractor at the start of construction. Upon Substantial Completion of the Work, the Contractor shall deliver all Record Drawings to the Owner and the Architect for approval. If not approved, the Contractor shall make the revisions requested by the Architect or the Owner's Representative. Final payment and any retainage shall not be due and owing to the Contractor until the final Record Drawings marked by the Contractor as required above are delivered to the Owner.

3.16 Operating Instructions and Service Manuals

3.16.1 The Contractor shall submit four (4) volumes of operating instructions and service manuals to the Architect before completing 50% of the adjusted contract amount. Payments beyond 50% of the adjusted contract amount may be withheld until all operating instructions and service manuals are received. The operating instructions and service manuals shall contain:

.1 Start-up and Shutdown 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 include model number, capacities, flow rate, and name-plate data.

.4 Service Instructions: The Contractor shall be required to provide the following information for all pieces of equipment.

.4.1 Recommended spare parts including catalog number and name of local suppliers or factory representative.

.4.2 Belt sizes, types, and lengths.

.4.3 Wiring diagrams.

.5 Manufacturer's Certificate of Warranty: Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern.

.6 Parts catalogs: For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

3.16.2 Submission

.1 Manuals shall be bound into volumes of standard 8 1/2" x 11" hard binders. Large drawings too bulky to be folded into 8 1/2" x 11" shall be separately bound or folded and in brown envelopes, cross-referenced and indexed with the manuals.

.2 The manuals shall identify the Owner's project name, project number, and include the name and address of the Contractor and major Subcontractors of any tier who were involved with the activity described in that particular manual.

3.17 Taxes

3.17.1 The Contractor shall pay all applicable sales, consumer, use, and similar taxes for the Work which are legally enacted when the bids are received, whether or not yet effective or scheduled to go into effect. However, certain purchases by the Contractor of materials incorporated in or consumed in the Work are exempt from certain sales tax pursuant to Section 144.062, RSMo. The Contractor shall be issued a Project Tax Exemption Certificate for this Work to obtain the benefits of Section 144.062, RSMo.

3.17.2 The Contractor shall furnish this certificate to all Subcontractors, and any person or entity purchasing materials for the Work shall present such certificate to all material suppliers as authorization to purchase, on behalf of the Owner, all tangible personal property and materials to be incorporated into or consumed in the Work and no other on a tax-exempt basis. Such suppliers shall provide to the purchasing party invoices bearing the name of the exempt entity and the project identification number. Nothing in this Section shall be deemed to exempt from any sales or similar tax the purchase of any construction machinery, equipment or tools used in construction, repairing or remodeling facilities for the Owner. All

invoices for all personal property and materials purchased under a Project Tax Exemption Certificate shall be retained by the Contractor for a period of five years and shall be subject to audit by the Director of Revenue.

3.17.3 Any excess resalable tangible personal property or materials which were purchased for the project under this Project Tax Exemption Certificate but which were not incorporated into or consumed in the Work shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by such purchasing party not later than the due date of the purchasing party's Missouri sales or use tax return following the month in which it was determined that the materials were not used in the Work.

3.17.4 If it is determined that sales tax is owed by the Contractor on property and materials due to the failure of the Owner to revise the certificate expiration date to cover the applicable date of purchase, the Owner shall be liable for the tax owed.

3.17.5 The Owner shall not be responsible for any tax liability due to the Contractor's neglect to make timely orders, payments, etc. or the Contractor's misuse of the Project Tax Exemption Certificate. The Contractor represents that the Project Tax Exemption Certificate shall be used in accordance with Section 144.062, RSMo and the terms of the Project Tax Exemption Certificate. The Contractor shall indemnify the Owner for any loss or expense, including but not limited to, reasonable attorneys' fees, arising out of the Contractor's use of the Project Tax Exemption Certificate.

3.18 Contractor's Construction Schedules

3.18.1 The Contractor, within fifteen (15) days after the issuance of the Notice to Proceed, shall prepare and submit for the Owner's and the Architect's information the Contractor's construction schedule for the Work and shall set forth interim dates for completion of various components of the Work and Work Milestone Dates as defined herein. The schedule shall not exceed time limits current under the Contract Documents, shall be revised on a monthly basis or as requested by the Owner's Representative as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work. The Contractor shall conform to the most recent schedule.

3.18.2 The construction schedule shall be in a detailed format satisfactory to the Owner's Representative and the Architect and in accordance with the detailed schedule requirements set forth in this document and the Special Conditions. If the Owner's Representative or the Architect has a reasonable objection to the schedule submitted by Contractor, the construction schedule shall be promptly revised by the Contractor. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays.

3.18.3 As time is of the essence to this Contract, the University expects that the Contractor will take all necessary steps to ensure that the project construction schedule shall be prepared in accordance with the specific requirements of the Special Conditions to this Contract. At a minimum, the Contractor shall comply with the following:

- .1** The schedule shall be prepared using Primavera P3, Oracle P6, Microsoft Project or other software acceptable to the Owner's Representative.
- .2** The schedule shall be prepared and maintained in CPM format, in accordance with Construction CPM Scheduling, published by the Associated General Contractors of American (AGC).
- .3** Prior to submittal to the Owner's Representative for review, the Contractor shall obtain full buy-in to the schedule from all major Subcontractors, in writing if so, requested by Owner's Representative.
- .4** Schedule shall be updated, in accordance with Construction CPM Scheduling, published by the AGC, on a monthly basis at minimum, prior to, and submitted with, the monthly pay application or as requested by the Owner's Representative.
- .5** Along with the update the Contractor shall submit a narrative report addressing all changes, delays and impacts, including weather to the schedule during the last month, and explain how the end date has been impacted by same.
- .6** The submission of the updated schedule certifies that all delays and impacts that have occurred on or to the project during the previous month have been factored into the update and are fully integrated into the schedule and the projected completion date.

Failure to comply with any of these requirements will be considered a material breach of this Contract. See Special Conditions for detailed scheduling requirements.

3.18.4 In the event the Owner's Representative or the Architect determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) expediting delivery of materials, and (4) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum concerning Extraordinary Measures required by the Owner under or pursuant to this Paragraph. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will

comply with any Milestone Date or completion date set forth in the Contract Documents.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 Rights of the Owner

4.1.1 The Owner's Representative will administer the Construction Contract. The Architect will assist the Owner's Representative with the administration of the Contract as indicated in these Contract Documents.

4.1.2 If, in the judgment of the Owner's Representative, it becomes necessary to accelerate the Work, the Contractor, when directed by the Owner's Representative in writing, shall cease work at any point and transfer its workers to such point or points and execute such portions of the Work as may be required to enable others to hasten and properly engage and carry out the Work, all as directed by the Owner's Representative. The additional cost of accelerating the Work, if any, will be borne by the Owner, unless the Contractor's work progress is behind schedule as shown on the most recent progress schedule.

4.1.3 If the Contractor refuses, for any reason, to proceed with what the Owner believes to be Contract Work, the Owner may issue a Construction Directive, directing the Contractor to proceed. The Contractor shall be obligated to promptly proceed with such work. If the Contractor feels that it is entitled to additional compensation as a result of a Construction Directive, it may file a claim for additional compensation and/or time, in accordance with 4.4 of this Contract.

4.1.4 The Owner's Representative, may, by written notice, require the Contractor to remove from involvement with the Work, any of the Contractor's personnel or the personnel of its Subcontractors of any tier whom the Owner's Representative may deem abusive, incompetent, careless, or a hindrance to proper and timely execution of the Work. The Contractor shall comply with such notice promptly, but without detriment to the Work or its progress.

4.1.5 The Owner's Representative will schedule Work status meetings that shall be attended by representatives of the Contractor and appropriate Subcontractors of any tier. Material suppliers shall attend status meetings if required by the Owner's Representative. These meetings shall include preconstruction meetings.

4.1.6 The Owner does not allow smoking on University property.

4.2 Rights of the Architect

4.2.1 The Architect will interpret requirements of the Contract Documents with respect to the quality, quantity, and other technical requirements of the Work itself within a reasonable time after written request of the Contractor. The

Contractor shall provide Owner's Representative a copy of such written request.

4.3 Review of the Work

4.3.1 The Architect, the Owner's Representative, and the Owner's Authorized Agent shall, at all times, have access to the Work; and the Contractor shall provide proper and safe facilities for such access.

4.3.2 The Owner's Representative shall have authority to reject Work that does not strictly comply with the requirements of the Contract Documents. Whenever the Owner's Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, Owner's Representative shall have the authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed, or completed.

4.3.3 The fact that the Architect or the Owner's Representative observed, or failed to observe, faulty Work, or Work done which is not in accordance with the Contract Documents, regardless of whether or not the Owner has released final payment, shall not relieve the Contractor from responsibility for all damages and additional costs of the Owner as a result of defective or faulty Work.

4.4 Claims

4.4.1 A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or any other relief with respect to the terms of the Contract. The term "Claim(s)" also includes demands and assertions of the Contractor arising out of or relating to the Contract Documents, including Claims based upon breach of contract, mistake, misrepresentation, or other cause for Contract Modification or rescission. Claims must be made by written notice. The Contractor shall have the responsibility to substantiate Claims.

4.4.2 Claims by the Contractor must be made promptly, and no later than within fourteen (14) days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Such notice shall include a detailed statement setting forth all reasons for the Claim and the amount of additional money and additional time claimed by the Contractor. The notice of Claims shall also strictly comply with all other provisions of the Contract Documents. The Contractor shall not be entitled to rely upon any grounds or basis for additional money on additional time not specifically set forth in the notice of Claim. All Claims not made in the manner provided herein shall be deemed waived and of no effect. The Contractor shall furnish the Owner and the Architect such timely written notice of any Claim provided for herein, including, without limitation, those in connection with alleged concealed or unknown conditions, and shall cooperate with the Owner and the Architect in any effort to mitigate the alleged or potential damages, delay or

other adverse consequences arising out of the condition which is the cause of such a Claim.

4.4.3 Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments that are not in dispute in accordance with the Contract Documents.

4.5 Claims for Concealed or Unknown Conditions

4.5.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner's Representative promptly before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions. The Owner's Representative will promptly investigate such conditions. If such conditions differ materially, as provided for above and cause an increase or decrease in the Contractor's cost, or time, required for performance of the Work, an equitable adjustment in the Contract Sum or Contract Time, or both, shall be made, subject to the provisions and restrictions set for herein. If the Owner's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Documents, and that no change in the terms of the Contract is justified, the Owner's Representative will so notify the Contractor in writing. If the Contractor disputes the finding of the Owner's Representative that no change in the terms of the Contract terms is justified, the Contractor shall proceed with the Work, taking whatever steps are necessary to overcome or correct such conditions so that Contractor can proceed in a timely manner. The Contractor may have the right to file a Claim in accordance with the Contract Documents.

4.5.2 It is expressly agreed that no adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction investigations for the Project, or (2) inspections, tests, reviews and preconstruction inspections which the Contractor had the opportunity to make or should have performed in connection with the Project.

4.6 Claim for Additional Cost

4.6.1 If the Contractor makes a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. In addition to all other requirements for notice of a Claim, said notice shall detail and itemize the amount of all Claims and shall contain sufficient data to permit evaluation of same by the Owner.

4.7 Claims for Additional Time

4.7.1 If the Contractor makes a Claim for an increase in the

Contract Time, written notice as provided herein shall be given. In addition to other requirements for notice of a Claim, the Contractor shall include an estimate of the probable effect of delay upon the progress of the Work, utilizing a CPM Time Impact Schedule Analysis, (TIA) as defined in the AGC Scheduling Manual. In the case of a continuing delay, only one Claim is necessary.

.1 Time extensions will be considered for excusable delays only. That is, delays that are beyond the control and/or contractual responsibility of the Contractor.

4.7.2 If weather days are the basis for a Claim for additional time, such Claim shall be documented by the Contractor by data acceptable to the Owner's Representative substantiating that weather conditions for the period of time in question, had an adverse effect on the critical path of the scheduled construction. Weather days shall be defined as days on which critical path work cannot proceed due to weather conditions (including but not limited to rain, snow, etc.), in excess of the number of days shown on the anticipated weather day schedule in the Special Conditions. To be considered a weather day, at least four (4) working hours must be lost due to the weather conditions on a critical path scope item for that day. Weather days and anticipated weather days listed in the Special Conditions shall only apply to Monday through Friday. A weather day claim cannot be made for Saturdays, Sundays, New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day, unless that specific day was approved in writing for work by the Owner's Representative.

.1 The Contractor must have fulfilled its contractual obligations with respect to temporary facilities and protection of its work, and worker protection for hot and cold weather per OSHA guidelines.

.2 If the contractual obligations have been satisfied, the Owner will review requests for non-compensable time extensions for critical path activities as follows:

.2.1 If the Contractor cannot work on a critical path activity due to adverse weather, after implementing all reasonable temporary weather protection, the Contractor will so notify the Owner's Representative. Each week, the Contractor will notify the Owner's Representative of the number of adverse weather days that it believes it has experienced in the previous week. As provided in the Contract, until such time as the weather days acknowledged by the Owner's Representative exceed the number of days of adverse weather contemplated in the Special Conditions, no request for extension of the Contract Time will be considered.

.2.2 If the Contractor has accumulated in excess of the number of adverse weather days contemplated in the Special Conditions due to the stoppage of work on critical path activities due to adverse weather, the Owner will consider a time extension request from the Contractor that is submitted in accordance with the Contract requirements. The Owner will provide a Change Order extending the time for contract completion or direct an acceleration of the

Work in accordance with the Contract terms and conditions to recover the time lost due to adverse weather in excess of the number of adverse weather working days contemplated in the Special Conditions.

4.7.3 A Force Majeure event or circumstance shall not be the basis of a claim by the Contractor seeking an adjustment in the Contract amount for costs or expenses of any type. With the exception of weather delays, which are administered under Article 4, and notwithstanding other requirements of the Contract, all Force Majeure events resulting in a delay to the critical path of the project shall be administered as provided in Article 8.

4.7.4 The Owner will consider and evaluate requests for time extensions due to changes or other events beyond the control of the Contractor on a monthly basis only, with the submission of the Contractor's updated schedule, in conjunction with the monthly application for payment.

4.8 Resolution of Claims and Disputes

4.8.1 The Owner's Representative will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the Contractor, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

4.8.2 If a Claim has not been resolved, the Contractor shall, within ten (10) days after the Owner's Representative's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested, (2) modify the initial Claim, or (3) notify the Owner's Representative that the initial Claim stands.

4.8.3 If a Claim has not been resolved after consideration of the foregoing and of further information presented by the Contractor, the Contractor has the right to seek administrative review as set forth in Section 4.9. However, Owner's Representative's decisions on matters relating to aesthetics will be final.

4.9 Administrative Review

4.9.1 Claims not resolved pursuant to the procedures set forth in the Contract Documents except with respect to Owner's Representative's decision on matters relating to aesthetic effect, and except for claims which have been waived by the making or acceptance of final payment, or the Contractor's acceptance of payments in full for changes in work may be submitted to administrative review as provided in this Section. All requests for administrative review shall be made in writing.

4.9.2 Upon written request from the Contractor, the Owner's Review Administrator authorized by the Campus Contracting Officer will convene a review meeting between the Contractor and Owner's Representative within fifteen (15) days of receipt of such written request. The Contractor and Owner's Representative will be allowed to present written

documentation with respect to the Claim(s) before or during the meeting. The Contractor and Owner's Representative will be allowed to present the testimony of any knowledgeable person regarding the Claim at the review meeting. The Owner's Review Administrator will issue a written summary of the review meeting and decision to resolve the Claim within fifteen (15) days. If the Contractor is in agreement with the decision the Contractor shall notify the Owner's Review Administrator in writing within five (5) days, and appropriate documentation will be signed by the parties to resolve the Claim.

4.9.3 If the Contractor is not in agreement with the proposal of the Owner's Review Administrator as to the resolution of the Claim, the Contractor may file a written appeal with the UM System Contracting Officer, [in care of the Executive Director of Facilities Planning and Development, University of Missouri, 130 General Services Building, University of Missouri, Columbia, Missouri 65211] within fifteen (15) days after receipt of the Owner's Review Administrator's proposal. The UM System Contracting Officer will call a meeting of the Contractor, the Owner's Representative, and the Owner's Review Administrator by written notice, within thirty (30) days after receipt of the Contractor's written appeal. The Owner's Review Administrator shall provide the UM System Contracting Officer with a copy of the written decision and summary of the review meeting, the Contractor's corrections, or comments regarding the summary of the review meeting, and any written documentation presented by the Contractor and the Owner's Representative at the initial review meeting. The parties may present further documentation and/or present the testimony of any knowledgeable person regarding the Claim at the meeting called by the UM System Contracting Officer.

4.9.4 The UM System Contracting Officer will issue a written decision to resolve the claim within fifteen (15) days after the meeting. If the Contractor is in agreement with the UM System Contracting Officer's proposal, the Contractor shall notify the UM System Contracting Officer in writing within five (5) days, and the Contractor and the Owner shall sign appropriate documents. The issuance of the UM System Contracting Officer's written proposal shall conclude the administrative review process even if the Contractor is not in agreement. However, proposals and any opinions expressed in such proposals issued under this Section will not be binding on the Contractor nor will the decisions or any opinions expressed be admissible in any legal actions arising from the Claim and will not be deemed to remove any right or remedy of the Contractor as may otherwise exist by virtue of Contract Documents or Law. The Contractor and the Owner agree that the Missouri Circuit Court for the County where the Work is located shall have exclusive jurisdiction to determine all issues between them. The Contractor agrees not to file any

complaint, petition, lawsuit or legal proceeding against the Owner except with such Missouri Circuit Court.

ARTICLE 5 SUBCONTRACTORS

5.1 Award of Subcontracts

5.1.1 Pursuant to Article 9, the Contractor shall furnish the Owner and the Architect, in writing, with the name, and trade for each Subcontractor and the names of all persons or entities proposed as manufacturers of products, materials and equipment identified in the Contract Documents and where applicable, the name of the installing contractor. The Owner's Representative will reply to the Contractor in writing if the Owner has reasonable objection to any such proposed person or entity. The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection.

5.1.2 The Contractor may request to change a Subcontractor. Any such request shall be made in writing to the Owner's Representative. The Contractor shall not change a Subcontractor, person, or entity previously disclosed if the Owner makes reasonable objection to such change.

5.1.3 The Contractor shall be responsible to the Owner for acts, defaults, and omissions of its Subcontractors of any tier.

5.2 Subcontractual Relations

5.2.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor of any tier, to the extent of the Work to be performed by the Subcontractor of any tier, to be bound to the Contractor by terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Each subcontract agreement of any tier shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor of any tier so that subcontracting thereof will not prejudice such rights and shall allow to the Subcontractor of any tier, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors. The Contractor shall make available to each proposed Subcontractor of any tier, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor of any tier shall be bound. Subcontractors of any tier shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors of any tier.

5.2.2 All agreements between the Contractor and a Subcontractor or supplier shall contain provisions whereby Subcontractor or supplier waives all rights against the Owner,

Contractor, Owner's Representative, the Architect and all other Additional Insureds for all losses and damages caused by, arising out of, or resulting from any of the perils covered by property or builders risk insurance coverage required of the Contractor in the Contract Documents. If Contractor fails to include said provisions in all subcontracts, Contractor shall indemnify, defend and hold all the above entities harmless in the event of any legal action by Subcontractor or supplier. If insureds on any such policies require separate waiver forms to be signed by any Subcontractors of any tier or suppliers, Contractor shall obtain the same.

5.3 Contingent Assignment of Subcontract

5.3.1 No assignment by the Contractor of any amount or any part of the Contract or of the funds to be received thereunder will be recognized unless such assignment has had the written approval of the Owner, and the surety has been given due notice of such assignment and has furnished written consent hereto. 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 the Contract and to claims and to 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 6

SEPARATE CONTRACTS AND COOPERATION

6.1 The Owner reserves the right to let other contracts in connection with the Work.

6.2 It shall be the duty of each Contractor to whom Work may be awarded, as well as all Subcontractors of any tier employed by them, to communicate immediately with each other in order to schedule Work, locate storage facilities, etc., in a manner that will permit all Contractors to work in harmony in order that Work may be completed in the manner and within the time specified in the Contract Documents.

6.3 No Contractor shall delay another Contractor by neglecting to perform the Contractor's work at the proper time. Each Contractor shall be required to coordinate the Contractor's work with other Contractors to afford others reasonable opportunity for execution of their work. Any costs caused by defective, non-compliant, or ill-timed work, including actual damages and liquidated damages for delay, if applicable, shall be borne by the Contractor responsible therefor.

6.4 Each Contractor shall be responsible for damage to the Owner's or another Contractor's property done by the Contractor or the Contractor's employees, through his or their fault or negligence. If any Contractor shall cause

damage to any other Contractor, the Contractor causing such damage shall upon notice of any claim, settle with such Contractor.

6.5 The Contractor shall not claim from the Owner money damages or extra compensation under this Contract when delayed in initiating or completing his performance hereunder, when the delay is caused by labor disputes, acts of God, or the failure of any other Contractor to complete the Contractor's performance under any Contract with the Owner, where any such cause is beyond the Owner's reasonable control.

6.6 Progress schedule of the Contractor for the Work shall be submitted to other Contractors as necessary to permit coordinating their progress schedules.

6.7 If Contractors or Subcontractors of any tier refuse to cooperate with the instructions and reasonable requests of other contractors performing work for the Owner under separate contract, in the overall coordinating of the Work, the Owner's Representative may take such appropriate action and issue such instructions as in his judgement may be required to avoid unnecessary and unwarranted delay.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGE ORDERS

7.1.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor formalizing their agreement on the following:

- .1** a change in the Work
- .2** the amount of an adjustment, if any, in the Contract amount
- .3** an adjustment, if any, in the Contract Time

7.1.2 The Owner may at any time, order additions, deletions, or revisions in the Work by a Change Order or a Construction Change Directive. Such Change Order or Construction Change Directive shall not invalidate the Contract and requires no notice to the surety. Upon receipt of any such document, or written authorization from the Owner's Representative directing the Contractor to proceed pending receipt of the document, the Contractor shall promptly proceed with the Work involved in accordance with the terms set forth therein.

7.1.3 Until such time as the Change Order is formalized and signed by both the Owner and the Contractor it shall be considered a Change Order Request.

7.1.4 The amount of adjustment in the Contract price for authorized Change Orders will be agreed upon before such Change Orders becomes effective and will be determined as follows:

- .1** By a lump sum proposal from the Contractor and the Subcontractors of any tier, including overhead and profit.

.2 By a time and material basis with or without a specified maximum. The Contractor shall submit to the Owner's Representative itemized time and material sheets depicting labor, materials, equipment utilized in completing the Work on a daily basis for the Owner's Representative approval. If this pricing option is utilized, the Contractor may be required to submit weekly reports summarizing costs to date on time and material Change Order Requests not yet finalized.

.3 By unit prices contained in the Contractor's original bid and incorporated in the Construction Contract or subsequently agreed upon. Such unit prices contained in the Contractor's original proposal are understood to include the Contractor's overhead and profit. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of the Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

7.1.5 The Contractor shall submit all fully documented Change Order Requests with corresponding back-up documentation within the time requested by the Owner but no later than fourteen (14) working days following 1.) the Owner's request for pricing in the case of a lump sum; or 2.) the completion of unit price or time and material work.

7.1.6 The Contractor shall submit Change Order Requests in sufficient detail to allow evaluation by the Owner. Such requests shall be fully itemized by units of labor, material and equipment and overhead and profit. Such breakdowns shall be itemized as follows:

.1 Labor: The Contractor's proposal shall include breakdowns by labor, by trade, indicating number of hours and cost per hour for each Subcontractor as applicable. Such breakdowns shall only include employees in the direct employ of the Contractor or Subcontractors in the performance of the Work. Such employees shall only include laborers at the site, mechanics, craftsmen and foremen. Payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor or Subcontractors. Any item or expense outside of these categories is not allowed. The expense of performing Work after regular working hours, on Saturdays, Sundays or legal holidays shall not be included in the above, unless approved in writing and in advance by Owner.

.2 Material, supplies, consumables and equipment to be incorporated into the Work at actual invoice cost to the Contractor or Subcontractors; breakdowns showing all material, installed equipment and consumables fully itemized with number of units installed and cost per unit extended. Any singular item or items in aggregate greater than one thousand dollars (\$1,000) in cost shall be

supported with supplier invoices at the request of the Owner's Representative. Normal hand tools are not compensable.

.3 Equipment: Breakdown for required equipment shall itemize (at a minimum) delivery / pick-up charge, hourly rate and hours used. Operator hours and rate shall not be included in the equipment breakdown. Contractor must use the most cost-effective equipment available in the area and should not exceed the rates listed in the Rental Rate Blue Book for Construction Equipment (Blue Book). The Contractor shall submit documentation for the Blue Book to support the rate being requested.

7.2 Construction Change Directive

7.2.1 A construction change directive is a written order prepared and signed by the Owner, issued with supporting documents prepared by the Architect (if applicable), directing a change in the Work prior to agreement on adjustment of the Contract amount or Contract Time, or both. A Construction Change Directive shall be used in the absence of complete agreement between the Owner and Contractor on the terms of a Change Order. If the Construction Change Directive allows an adjustment of the Contract amount or time, such adjustment amount shall be based on one of the following methods:

.1 A lump sum agreement, properly itemized and supported by substantiating documents of sufficient detail to allow evaluation.

.2 By unit prices contained in the Contractor's original proposal and incorporated in the Construction Contract or subsequently agreed upon.

.3 A method agreed to by both the Owner and the Contractor with a mutually agreeable fee for overhead and profit.

.4 In the absence of an agreement between the Owner and the Contractor on the method of establishing an adjustment of the Contract amount, the Owner, with the assistance of the Architect, shall determine the adjustment amount on the basis of expenditures by the Contractor for labor, materials, equipment, and other costs consistent with other provisions of the Contract. The Contractor shall keep and submit to the Owner an itemized accounting of all cost components, either expended or saved, while performing the Work covered under the Construction Change Directive.

7.2.2 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum, Contract Time, or both.

7.2.3 A Construction Change Directive signed by Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3 Overhead and Profit

7.3.1 Overhead and Profit on Change Orders shall be applied as follows:

.1 The overhead and profit charged by the Contractor and Subcontractors shall be considered to include, but not limited to, job site office and clerical expense, normal hand tools, incidental job supervision, field supervision, payroll costs and other compensation for project manager, officers, executives, principals, general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, time-keepers, and other personnel employed whether at the site or in principal or a branch office for general superintendent and administration of the Work.

.2 The percentages for overhead and profit charged on Change Orders shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved but in no case shall exceed the following:

- 15% To the Contractor or the Subcontractor of any tier for Work performed with their respective forces or materials purchased
- 5% To the Contractor on Work performed by other than the Contractor's forces
- 5% To first tier Subcontractor on Work performed by his Subcontractor

.3 The Contractor will be allowed to add 2% for the cost of bonding and insurance to their cost of work. This 2% shall be allowed on the total cost of the added work, including overhead and profit.

.4 Not more than three mark-ups, not to exceed individual maximums shown above, shall be allowed regardless of the number of tier Subcontractors. Overhead and profit shall be shown separately for each Subcontractor of any tier and the Contractor.

.5 On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change in direct cost for the Contractor or Subcontractor of any tier performing the Work.

.6 The percentages for overhead and profit credit to the Owner on Change Orders that are strictly decreases in the quantity of work or materials shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved, but shall not be less than the following:

Overhead and Profit

- 7.5% Credit to the Owner from the Contractor or Subcontractor of any tier for Work performed with their respective forces or materials purchased
- 2.5% Credit to the Owner from the Contractor on Work performed by other than his forces
- 2.5% Credit to the Owner from the first tier Subcontractor on Work performed by his Subcontractor of any tier

7.4 Extended General Conditions

7.4.1 The Contractor acknowledges that the percentage mark-up allowed on Change Orders for overhead and

profit cover the Contractor's cost of administering and executing the Work, inclusive of Change Orders that increase the Contract Time. The Contractor further acknowledges that no compensation beyond the specified mark-up percentages for extended overhead shall be due or payable as a result of an increase in the Contract Time.

7.4.2 The Owner may reimburse the Contractor for extended overhead if an extension of the Contract Time is granted by the Owner, in accordance with 4.7.1 and the Owner determines that the extension of the Contract Time creates an inequitable condition for the Contractor. If these conditions are determined by the Owner to exist, the Contractor may be reimbursed by unit prices contained in the Contractor's original bid and incorporated in the Construction Contract or by unit prices subsequently agreed upon.

7.4.3 If unit prices are subsequently agreed upon, the Contractor's compensation shall be limited as follows:

.1 For the portion of the direct payroll cost of the Contractor's project manager expended in completing the Work and the direct payroll cost of other onsite administrative staff not included in Article 7.3.1. Direct payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor;

.2 Cost of the Contractor's temporary office, including temporary office utilities expense;

.3 Cost of temporary utilities required in the performance of the Work;

.4 Profit not to exceed 5% of the total extended overhead direct costs;

7.4.4 All costs not falling into one of these categories and costs of the Contractor's staff not employed onsite are not allowed.

7.5 Emergency Work

7.5.1 If, during the course of the Work, the Owner has need to engage the Contractor in emergency work, whether related to the Work or not, the Contractor shall immediately proceed with the emergency work as directed by the Owner under the applicable provisions of the Contract. In so doing, the Contractor agrees that all provisions of the Contract remain in full force and effect and the schedule for the Work is not impacted in any way unless explicitly agreed to in writing by the Owner.

ARTICLE 8 TIME

8.1 Progress and Completion

8.1.1 The Contractor acknowledges and agrees that time is of the essence of this Contract.

8.1.2 The Contract Time is the period of time set forth in the Contract for Construction required for Substantial Completion and Final Completion of the entire Work or portions of the Work as defined in the Contract Documents. Time limits stated in the Contract Documents are of the essence of the Contract. The Contract Time may only be changed by a Change Order. By executing the Contract, the Contractor confirms that the Contract Time is a sufficient period for performing the Work in its entirety.

8.1.3 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance and bonds required by Article 11 to be furnished by the Contractor.

8.1.4 The Contractor shall proceed expeditiously and diligently with adequate forces and shall achieve Substantial Completion and Final Completion within the time specified in the Contract Documents.

8.2 Delay in Completion

8.2.1 The Contractor shall be liable for all of the Owner's damages for delay in achieving Substantial Completion and/or Final Completion of the entire Work or portions of Work as set forth in the Contract Documents within the Contract Time unless liquidated damages are specifically provided for in the Contract Documents. If liquidated damages are specifically provided for in the Contract for Construction, the Contractor shall be liable for such liquidated damages as set forth in Section 8.3

8.2.2 All time limits stated in the Contract are of the essence of the Contract. However, if the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by the Owner's Representative, by changes ordered in the Work, Force Majeure including but not limited to war, armed conflict, riot, civil commotion or disorder, act of terrorism or sabotage; epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, act of God or natural disaster such as earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, occupation of factories and premises, or any other causes beyond the Contractor's reasonable control which the Owner's Representative determines may justify delay then, upon submission of the Time Impact Schedule Analysis (TIA) justifying the delay called out in Section 4.7 of these General Conditions, the Contract Time may be extended for a reasonable time to the extent such delay will prevent the Contractor from achieving Substantial

Completion and/or Final Completion within the Contract Time and if performance of the Work is not, was not or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. It shall be a condition precedent to any adjustment of the Contract Time that the Contractor provides the Owner's Representative with written notice of the cause of delay within seven (7) days from the occurrence of the event or condition which caused the claimed delay. If a Force Majeure is approved by the Owner as the basis for a delay claim, an adjustment in the Contract Time to the extent the Force Majeure impacts the schedule is the only remedy. No increase in the Contract Sum for any reason shall be allowed due to a Force Majeure.

8.2.3 The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, (3) prevents the Contractor from completing its Work by the Contract Time, and (4) is of a duration not less than one (1) day. Delays attributable to and within the control of a Subcontractor or supplier shall not justify an extension of the Contract Time.

8.2.4 Notwithstanding anything to the contrary in the Contract Documents, except as otherwise noted in these General Conditions, an extension in the Contract Time, to the extent permitted under this Article, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other claims due to or caused by any events beyond the control of both the Owner and the Contractor defined herein as Force Majeure. In no event shall the Contractor be entitled to any compensation or recovery of any damages or any portion of damages resulting from delays caused by or within the control of the Contractor or by acts or omissions of the Contractor or its Subcontractors of any tier or delays beyond the control of both the Owner and the Contractor. If the Contractor contends that delay, hindrance, obstruction or other adverse condition results from acts or omissions of the Owner, the Owner's Representative or the Architect, the Contractor shall provide written notice to the Owner within seven (7) calendar days of the event giving rise to such claim. The Contractor shall only be entitled to an adjustment in the Contract Sum to the extent that such acts or omissions continue after the Contractor's written notice to the Owner of such acts or omissions, but in no case shall Force Majeure be the basis of an increase in the Contract Sum. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be the basis of any Claim for an increase in the Contract Sum or Contract Time. In the event Contractor is entitled to an adjustment in the Contract Sum for any delay, hindrance, obstruction or other adverse condition caused by the acts or

omissions of the Owner, the Owner's Representative or the Architect, the Contractor shall only be entitled to its actual direct costs caused thereby and the Contractor shall not be entitled to and waives any right to special, indirect, or consequential damages including loss of profits, loss of savings or revenues, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar type of damages.

8.2.5 If the Contractor submits a progress report or any construction schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied. Further, the Contractor acknowledges and agrees that even if the Contractor intends or is able to complete the Work prior to the Contract Time, it shall assert no Claim and the Owner shall not be liable to the Contractor for any failure of the Contractor, regardless of the cause of the failure, to complete the Work prior to the Contract Time.

8.3 Liquidated Damages

8.3.1 If Liquidated Damages are prescribed on the Bid Form and Special Conditions in the Contract Documents, the Owner may deduct from the Contract Sum and retain as Liquidated Damages, and not as penalty or forfeiture, the sum stipulated in the Contract Documents for each calendar day after the date specified for completion of the Work that the entire Work is not substantially complete and/or finally complete.

8.3.2 The Owner's Representative shall establish the date of Substantial Completion and the date of Final Completion of the Work which shall be conclusive and binding on the Owner and the Contractor for the purpose of determining whether or not Liquidated Damages shall be assessed under terms hereof and the sum total amount due.

8.3.3 Liquidated Damages or any matter related thereto shall not relieve the Contractor or the Contractor's surety of any responsibility or obligation under this Contract.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Commencement, Prosecution, and Completion

9.1.1 The Contractor shall commence Work within five (5) days upon the date of a "Notice to Proceed" from the Owner or the date fixed in the Notice to Proceed. The Contractor shall prosecute the Work with faithfulness and diligence, and the Contractor shall complete the Work within the Contract Time set forth in the Contract Documents.

9.1.2 The Owner will prepare and forward three (3) copies of the Contract and Performance Bond to the bidder to whom the Contract for the Work is awarded and such bidder shall return two (2) properly executed prescribed copies of the Contract and Bond to the Owner.

9.1.3 The construction period, when specified in consecutive calendar days, shall begin when the Contractor receives notice requesting the instruments listed in below. Before the Owner will issue Notice to Proceed to permit the Contractor to begin Work, the Owner shall have received the following instruments, properly executed as described in the Contract Documents. The documents below shall have been received by the Owner within fifteen (15) days after receipt of request for documents:

- .1** Contract
- .2** Bond (See Article 11)
- .3** Insurance (See Article 11)
- .4** List of Subcontractors of any tier
- .5** Affirmative Action Plan (See Article 13)

9.1.4 In the event the Contractor fails to provide the Owner such documents, the Contractor may not enter upon the site of the Work until such documents are provided. The date the Contractor is required to commence and complete the Work shall not be affected by the Owner denying the Contractor access to the site as a result of the Contractor's failure to provide such documents and the Contractor shall not be entitled to an adjustment of the Contract Time or Contract Sum as a result of its failure to provide the Owner the required documents

9.1.5 Contracts executed by partnerships shall be signed by all general partners of the partnership. Contracts signed by corporations shall be signed by the President or Vice President and the Secretary or Assistant Secretary. In case the Assistant Secretary or Vice President signs, it shall be so indicated by writing the word "Asst." or "Vice" in front of the words "Secretary" and "President". The corporate seal of the corporation shall be affixed. For all other types of entities, the Contractor and the person signing the Contract on behalf of the Contractor represent and warrant that the person signing the Contract has the legal authority to bind the Contractor to the Contract.

9.1.6 Any successful bidder which is a corporation organized in a state other than Missouri or any bidder doing business in the State of Missouri under a fictitious name shall furnish, at no cost to the Owner, no later than the time at which the executed Contract for Construction, the Payment Bond, and the Performance Bond are returned, a properly certified copy of its current Certificate of Authority and License to do business in the State of Missouri. No contract will be executed by the Owner until such certificate is furnished by the bidder, unless there already is on file with the Owner a current certificate, in which event, no additional certificate will be required during the period of time for which such current certificate remains in effect.

9.1.7 Within fifteen (15) calendar days of the issuance of a Notice to Proceed, the Contractor shall submit one (1) signed copy of the following instruments. No payment will be processed until all of these instruments are received and approved by the Owner's Representative.

- .1** Reproducible progress and payment schedule
- .2** Contractor's Schedule of Values
- .3** List of material suppliers
- .4** Itemized breakdown of all labor rates for each classification. Overhead and profit shall not be included. Payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor or Subcontractors. Any item or expense outside of these categories is not allowed. The expense of performing Work after regular working hours, on Saturdays, Sundays or legal holidays shall not be included in the above, unless approved in writing and in advance by the Owner.
- .5** Itemized breakdown of anticipated equipment rates (breakout operator rate). Overhead and profit shall not be included. Breakdown for required equipment shall itemize (at a minimum) delivery/ pick-up charge, hourly rate and hours used. Operator hours and rate shall not be included in the equipment breakdown. The Contractor must use the most cost-effective equipment available in the area and should not exceed the rates listed in the Rental Rate Blue Book for Construction Equipment (Blue Book). The Contractor shall submit documentation for the Blue Book to support the rate being requested.

9.1.8 The Contractor shall be paid electronically using the Owner's web-based payment program with a direct electronic transfer from the Owner's account into the Contractor's account. The Contractor must submit the following information to the Owner's Representative:

- .1** Bank Transit Number for the Contractor's bank into which the electronic deposit will be made.
- .2** Bank Account Number for the Contractor's account into which the electronic deposit will be made.
- .3** Contractor's E-Mail address so that formal notification of the deposit by the Owner can be provided.

9.2 Contract Sum

9.2.1 The Owner shall compensate the Contractor for all Work described herein, and in the Contract Documents the Contract Sum set forth in the Contract for Construction, subject to additions and deletions as provided hereunder.

9.3 Schedule of Values

9.3.1 Within fifteen (15) days after receipt of the Notice to Proceed, the Contractor shall submit to the Owner's Representative a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner's Representative may require. This schedule, unless objected

to by the Owner's Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment. The values set forth in such schedule may, at the Owner's option be used in any manner as fixing a basis for additions to or deletions from the Contract Sum.

9.3.2 The progress and payment schedule of values shall show the following:

- .1** Enough detail as necessary to adequately evaluate the actual percent complete of any line item on a monthly basis, as determined by the Owner's Representative.
- .2** Line items, when being performed by a Subcontractor or material supplier, shall correlate directly back to the subcontract or purchase order amount if requested by the Owner's Representative.

9.4 Applications for Payment

9.4.1 The Contractor shall submit monthly to the Owner's Representative and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner's Representative or the Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage as provided for herein.

9.4.2 Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier

9.4.3 Progress payments shall be made on account of materials and equipment delivered to the site and incorporated in the Work. No payments will be made for materials and equipment stored at the Project site but not yet incorporated into the Work except as provided in Paragraph 9.4.4.

9.4.4 If approved in writing and in advance by the Owner, progress payments may be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. The Owner may in its sole discretion refuse to grant approval for payments for materials and equipment stored at the Project site but not yet incorporated in the Work. Any approval by the Owner for payment for materials and equipment delivered and suitably stored at the site, or stored offsite as noted below, for subsequent incorporation in the Work shall be conditioned upon Contractor's demonstrating that such materials and equipment are adequately protected from weather, damage, vandalism and theft and that such materials and equipment have been inventoried and stored in accordance with procedures established by or approved by the Owner. Nothing in this clause shall imply or create any liability on the part of the Owner for the Contractor's inventory and storage procedures or for any loss or damage to material, equipment or supplies stored on the site, whether incorporated into the Work or not. In the event any such loss or damage occurs, the Contractor remains solely responsible for all costs associated with replacement of the affected materials, supplies and equipment including labor and

incidental costs, and shall have no claim against the Owner for such loss.

No allowance shall be made in the project pay requests for materials not delivered to the site of the Work and incorporated into the Work, except as noted below. For the purposes of this Contract, offsite is defined as any location not owned or leased by the Owner. The Contractor shall submit a list of materials that they are requesting payment for offsite storage within sixty (60) days of Notice to Proceed.

.1 Items considered to be major items of considerable magnitude, if suitably stored, may be allowed in project pay requests on the basis of ninety percent (90%) of invoices

.2 Determination of acceptable "major items of considerable magnitude" and "suitably stored" shall be made by the Owner's Representative.

.3 Aggregate quantities of materials not considered unique to this project will not be considered for offsite storage payment.

.4 The Contractor shall submit to the Owner's Representative a list of the material for which application for payment for offsite storage is anticipated no less than forty-five days (45) prior to the submission of the applicable pay request. The list shall include a material description, applicable division, quantity, and discounts offered to the Owner for early payment. The Contractor shall also submit the location the material will be stored and the method of protection

.5 The storage facility shall be subject to approval by the Owner's representative, shall be located within an acceptable distance of the project sites as established by the Owner's Representative and all materials for the Owner's project must be stored separately from all other items within the storage facility and shall be labeled and stored in the name of "The Curators of the University of Missouri."

.6 The Owner's Representative shall be provided a minimum of two weeks' notice to visit the storage facility and inspect the stored material prior to submission of the pay request.

.7 Upon favorable inspection by the Owner's Representative, the Contractor shall, at the Owner's option, submit a Bill of Sale on forms provided by the Owner's Representative, transferring title of the material or equipment to "The Curators of the University of Missouri."

.8 An invoice provided by the supplier shall be included with the applicable pay request.

.9 The Contractor shall remain fully responsible for all items, until acceptance of the project by the Owner.

.10 The Contractor shall reimburse all costs incurred by the Owner in inspecting and verifying all material stored offsite, including mileage, airfare, meals, lodging and time, charged at a reasonable hourly rate.

.11 The Contractor shall furnish and maintain insurance covering the replacement cost of the material stored offsite against all losses and shall furnish proof of coverage with the application for payment for material stored offsite.

.12 The Contractor is responsible for all costs related to storage and handling of material stored offsite unless otherwise directed by the Owner's Representative.

9.4.5 The Application for Payment shall constitute a representation by the Contractor to the Owner that the Work has progressed to the point indicated; the quality of the Work covered by the Application for Payment is in accordance with the Contract Documents; and the Contractor is entitled to payment in the amount requested.

9.4.6 The Contractor will be reimbursed for ninety-five percent (95%) of the value of all labor furnished and material installed and computed in the same manner, less all previous payments made. On projects where a bond is not required, the Contractor will be reimbursed for ninety percent (90%) of the value of all labor furnished and material installed and computed in the same manner, less all previous payments made.

9.5 Approval for Payment

9.5.1 The Owner's Representative will, within fifteen (15) days after receipt of the Contractor's Application for Payment, either approve Contractor's Application for Payment for such amount as the Owner's Representative determines is properly due or notify the Contractor of the Owner's Representative's reasons for withholding certification in whole or in part as provided in Section 9.6.

9.6 Decisions to Withhold Approval

9.6.1 The Owner's Representative may decide not to certify payment and may withhold approval in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner's Representative is unable to approve payment in the amount of the Application, the Owner's Representative will notify the Contractor as provided in Paragraph 9.5.1. If the Contractor and Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue approval for payment for the amount for which the Owner's Representative is able to determine is due to the Contractor. The Owner's Representative may also decide not to approve payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of approval for payment previously issued, to such extent as may be necessary in the Owner's Representative opinion to protect the Owner from loss because of:

.1 defective or non-compliant Work not remedied, or damage to completed Work;

.2 failure to supply sufficient skilled workers or suitable materials;

.3 third party claims filed or reasonable evidence indicating probable filing of such claims;

.4 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, the Owner may, at its sole option issue joint checks to Subcontractors who have presented evidence that it has not been paid in accordance with the Contract;

.5 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .6 damage to the Owner or another contractor;
- .7 reasonable evidence that the Work will not be completed within the Contract Time or an unsatisfactory rate of progress made by the Contractor;
- .8 The Contractor's failure to comply with applicable laws;
- .9 The Contractor's or Subcontractor's failure to comply with applicable wage requirements; or
- .10 The Contractor's failure to carry out the Work in strict accordance with the Contract Documents.

9.6.2 When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld.

9.7 Progress Payments

9.7.1 Based upon Applications for Payment submitted to the Owner by the Contractor and approvals issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

9.7.2 The period covered by each Application for Payment shall be one (1) calendar month.

9.7.3 The Owner shall make payment to the Contractor for amounts due and approved by the Owner's Representative not later than thirty (30) days after the Owner approves a properly detailed Application for Payment which is in compliance with the Contract Documents. The Owner shall not have the obligation to process or pay such Application for Payment until it receives an Application for Payment satisfying such requirements.

9.7.4 Based on the Schedule of Values submitted by the Contractor, Applications for Payment submitted by the Contractor shall indicate the actual percentage of completion of each portion of the Contractor's Work as of the end of the period covered by the Application for Payment.

9.7.5 The Contractor shall promptly pay each Subcontractor and supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's or supplier's portion of the Work, the amount to which said Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of each Subcontractor's or supplier's portion of the Work, in full compliance with state statute. The Contractor shall, by appropriate agreement with each Subcontractor or supplier, require each Subcontractor or supplier to make payments to Sub-subcontractors in similar manner.

9.7.6 Neither the Owner nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor of any tier nor a laborer or employee of the Contractor except to the extent required by law. Retainage provided for by the Contract Documents are to be retained

and held for the sole protection of the Owner, and no other person, firm or corporation shall have any claim or right whatsoever thereto.

9.7.7 An approval for payment by the Owner's Representative, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.8 Failure of Payment

9.8.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment by the Contractor shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that to which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that to which the Owner is entitled.

9.9 Substantial Completion

9.9.1 Substantial Completion is the stage in the progress of the Work as defined in Paragraph 1.1.14 as certified by the Owner.

9.9.2 When the Contractor considers the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Owner and the Architect. The Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's Representative's inspection discloses any item which is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item upon notification by the Owner's Representative. The Contractor shall then submit a request for another inspection by the Owner's Representative to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion. Substantial Completion shall transfer from the Contractor to the Owner responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance. In no event shall the Contractor have more than thirty (30) days to complete all items on the Punch List and achieve Final Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion or as agreed otherwise.

9.9.3 At the date of Substantial Completion, the Contractor may apply for, and if approved by Owner's Representative, the Owner, subject to the provisions herein, shall increase total payments to one hundred percent (100%) of the Contract Sum

less one hundred fifty percent (150%) of the value of any incomplete Work and unsettled claims, as determined by the Owner's Representative.

9.10 Partial Occupancy or Use

9.10.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and the Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, security, maintenance, heat, utilities, damage to the Work and insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by the Owner's Representative.

9.10.2 Immediately before such partial occupancy or use, the Owner, and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 Final Completion and Final Payment

9.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative and the Architect will promptly make such inspection and, when the Owner's Representative and the Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly issue a final approval for payment; otherwise, the Owner's Representative will return the Contractor's Final Application for Payment to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Submission of a Final Application for Payment shall constitute a further representation that conditions listed in Paragraph 9.11.2 as precedent to the Contractor being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner's Representative as part of the final Application for Payment. The final approval for payment will not be issued by the Owner's Representative until all warranties and guarantees have been received and accepted by the Owner.

9.11.2 The Owner will request the Contractor to submit the application for final payment along with a manually signed notarized letter on the Contractor's letterhead certifying that:

.1 Labor costs, prevailing wage rates, fringe benefits and material costs have been paid.

.2 Subcontractors of any tier and manufacturers furnishing materials and labor for the project have fully completed their Work and have been paid in full.

.3 The project has been fully completed in accordance with the Contract Documents as modified by Change Orders.

.4 The acceptance by the Contractor of its final payment, by check or electronic transfer, shall be and operate as a release of all claims of the Contractor against the Owner for all things done or furnished or relating to the Work and for every act or alleged neglect of the Owner arising out of the Work.

9.11.3 Final payment constituting the entire unpaid balance due shall be paid by the Owner to the Contractor within thirty (30) days after the Owner's receipt of Contractor's Final Application for Payment which satisfies all the requirements of the Contract Documents and the Owner's receipt of all information and documents set forth in Section 9.11.

9.11.4 No payment under this Contract, including but not limited to final payment, shall constitute acceptance by the Owner of any Work or act not in accordance with the requirements of the Contract Documents.

9.11.5 No recourse shall be had against any member of the Board of Curators, or officer thereof, for any payment under the Contract or any claim based thereon.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1 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.

10.1.2 The Contractor and all Subcontractors to the Contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the Owner of \$2,500 plus an additional \$100 for each employee employed by the Contractor or Subcontractor, for each calendar day, or

portion thereof, such employee is employed without the required training.” (Section 292.675, RSMo).

10.1.3 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 the 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.

10.2 Safety Of Persons and Property

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:

- .1** students, faculty, staff, the public, construction personnel, and other persons who may be affected thereby;
- .2** 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
- .3** 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.

10.2.2 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.

10.2.3 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.

10.2.4 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.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property

insurance required by the Contract Documents) to property 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 Article 10, except damage or loss attributable solely to acts or omissions of the 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.

10.2.6 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 the Architect. The Contractor shall hold regularly scheduled safety meetings to instruct the Contractor’s 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.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.2.8 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.

10.2.9 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.

ARTICLE 11 INSURANCE AND BONDS

11.1 Insurance

11.1.1 The Contractor shall secure from the date of the Contract for Construction and maintain for such periods of time as set forth below, insurance of such types and in such amounts specified below, to protect the Contractor, the Owner and others against all hazards or risks of loss described below. The form of such insurance together with carriers thereof, in each case, shall be approved by the Owner, but, regardless of such approval, it shall be the responsibility of the Contractor to maintain the insurance coverages set forth herein.

11.1.2 The Contractor shall not be allowed on the Owner's property without proof of the insurance coverages set forth herein

11.2 Commercial General Liability

11.2.1 The Contractor shall secure and maintain from the date of the Contract, and for a period of at least ten (10) years from the date of Final Completion of the entire Work, Commercial General Liability insurance ("CGL") with a combined single limit of not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products and completed operations aggregate, and \$1,000,000 personal injury and advertising injury. General Aggregate must apply per project. An umbrella policy may be used to satisfy these limits.

11.2.2 CGL insurance shall be written on a Commercial form CG 00 01 or an equivalent form providing the same coverages and shall cover claims and liability in connection with or resulting from the Contractor's operations and activities under the Contract, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any operations or activities of the Contractor, its agents, or any Subcontractors of any tier or by anyone directly or indirectly employed by either of them.

11.2.3 CGL insurance shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) coverages. In particular, and not by way of any limitation, the CGL insurance shall cover the Contractor's indemnity obligations contained in the Contract Documents.

11.2.4 There shall be no endorsement or modification of the CGL policy limiting the scope of coverage for liability arising from blasting, explosion, collapse, or underground property damage.

11.2.6 The Contractor waives all rights against the Owner and its agents, officers, representatives, and employees for recovery of damages to the extent those damages are covered by the CGL policy required hereunder.

11.3 Licensed for Use Vehicle Liability

11.3.1 The Contractor shall secure and maintain from the date of the Contract for Construction until the date of Final Completion of the entire Work, insurance, to be on comprehensive form, which shall protect the Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Work under this Contract, and shall cover the operation on or off the site of the Work of all motor vehicles licensed for

highway use whether they are owned, non-owned or hired. Such insurance shall include contractual liability coverage and shall provide coverage on the basis of the date of any accident. The liability limits under such policy shall not be less than \$2,000,000 combined single limit for bodily injury and property damage per accident.

11.3.2 The Contractor waives all rights against the Owner and its agents, officers, directors, and employees for recovery of damages to the extent such damages are covered by the automobile liability insurance required hereunder.

11.4 Workers' Compensation Insurance

11.4.1 The Contractor shall purchase and maintain workers' compensation insurance and employers' liability insurance which shall protect the Contractor from claims for injury, sickness, disease or death of the Contractor's employees or statutory employees. The insurance policies required hereunder shall include an "all states" or "other states" endorsement. In case any Work is subcontracted, the Contractor shall require any Subcontractor of any tier to provide the insurance coverages required under this Paragraph.

11.4.2 The Contractor's workers' compensation insurance coverage shall be in compliance with all applicable laws, including the statutes of the State of Missouri. The Contractor's employers' liability coverage limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

11.5 General Insurance Requirements and Professional Liability

11.5.1 Any Consultant/Contractor providing professional design services as part of the Contract shall be required to provide and maintain, from the date of this Contract and for a period of ten (10) years after the date of Final Completion, Professional Liability insurance, in a claims made form, to cover any claims, including but not limited to errors, omissions, and negligence, which may arise from the design and related services performed by the Consultant. The minimum limits for such policy shall be \$1,000,000.00 per claim/\$1,000,000.00 aggregate.

11.5.2 "The officers, employees, and agents of The Curators of the University of Missouri" shall be added as Additional Insured with respect to the CGL, umbrella/excess and Automobile Liability policies required herein. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the inception date of the Contract between the Contractor and the University. The Contractor is required to maintain coverages as stated and required to notify the University of a carrier change or cancellation within two (2) business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract. The Contractor shall request that its insurer(s)

include the following disclaimer in any insurance policy, rider or endorsement issued pursuant to this Additional Insured requirement: "Neither the requirement for Additional Insured status nor any of the Contractor's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by The Curators of the University of Missouri, the Board of Curators of the University of Missouri, or any of its officers, employees or agents."

The Additional Insured status must be conveyed by using the ISO CG 20 10 (2004) edition or equivalent and the ISO CG 20 37 (2004) edition. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractors' insurance. To confirm, the Endorsement should accompany the insurance certificate.

11.5.3 All insurance coverages procured by the Contractor shall be provided by agencies and insurance companies acceptable to and approved by Owner. All insurance coverage shall be provided by insurance companies that are duly licensed to conduct business in the State of Missouri as an admitted carrier, except that the Professional Liability insurance required herein may be provided by any insurance company legally authorized to do business in the State of Missouri. The form and content of all insurance coverage provided by the Contractor are subject to the approval of the Owner. All required insurance coverages shall be obtained and paid for by the Contractor. Any approval of the form, content or insurance company by the Owner shall not relieve the Contractor from the obligation to provide the coverages required herein. All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A-" and financial ratings not lower than "XI" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than \$10,000.00 and shall not be subject to a per-occurrence deductible of more than \$25,000.00. Insurance procured by the Contractor covering the Additional Insureds shall be primary insurance and any insurance maintained by Owner shall be excess insurance.

11.5.4 All insurance required hereunder shall provide that the insurer's cost of providing the insureds a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility. The Contractor shall cause its insurance carriers for all required coverages, except for workers' compensation, to waive all rights of subrogation against the Owner and its officers, employees and agents.

11.5.5 The Contractor shall furnish the Owner with certificates, Additional Insured endorsements, policies, or binders which indicate the Contractor and/or the Owner and other Contractors (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the Work. The Contractor is required to maintain coverages as stated and required to notify the University of a carrier change or cancellation within two (2) business days. The University reserves the right to request a copy of the policy. The Contractor fails to provide, procure, and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Contractor without notice to the Contractor.

11.5.6 With respect to all insurance coverages required to remain in force and affect after final payment, The Contractor shall provide the Owner additional certificates, policies and binders evidencing continuation of such insurance coverages along with the Contractor's application for final payment and shall provide certificates, policies and binders thereafter as requested by the Owner.

11.5.7 The maintenance in full current force and effect of such forms and amounts of insurance and bonds required by the Contract Documents shall be a condition precedent to the Contractor's exercise or enforcement of any rights under the Contract Documents.

11.5.8 Failure of the Owner to demand certificates, policies and binders evidencing insurance coverages required by the Contract Documents, approval by the Owner of such certificates, policies and binders or failure of the Owner to identify a deficiency from evidence that is provided by the Contractor shall not be construed as a waiver of the Contractor's obligations to maintain the insurance required by the Contract Documents.

11.5.9 The Owner shall have the right to terminate the Contract if the Contractor fails to maintain the insurance required by the Contract Documents.

11.5.10 If the Contractor fails to maintain the insurance required by the Contract Document, the Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. If the Owner is damaged by the Contractor's failure to maintain the insurance required by the Contract Documents, the Contractor shall bear all reasonable costs properly attributable to such failure.

11.5.11 By requiring the insurance set forth herein and in the Contract Documents, the Owner does not represent or warrant that coverage and limits will necessarily be adequate to protect the Contractor, and such coverages and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Owner in the Contract Documents. For those policies requiring the Owner to be added as an

Additional Insured, as set forth herein, the Owner and all other indemnified parties shall be an Additional Insured for the full limits carried by the Contractor, not just the limits required herein.

11.5.12 If Contractor's liability policies do not contain a standard separation of insureds provision, such policies shall be endorsed to provide cross-liability coverage.

11.5.13 If a part of the Work hereunder is to be subcontracted, the Contractor shall: (1) cover any and all Subcontractors in its insurance policies; (2) require each Subcontractor to secure insurance which will protect said Subcontractor and supplier against all applicable hazards or risks of loss designated in accordance with Article 11; and (3) require each Subcontractor or supplier to assist in every manner possible in the reporting and investigation of any accident, and upon request, to cooperate with any insurance carrier in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required by any claim or suit.

11.5.14 It is understood and agreed that the insurance coverages required by the provisions of this Contract are required in the public interest and that the Owner does not assume any liability for acts of the Contractor or Subcontractors of any tier or their employees in the performance of the Contract or Work.

11.6 Builder's Risk Insurance

11.6.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Missouri, as an admitted carrier, builder's risk insurance on the entire Work. Such insurance shall be written on a completed value form for the entire Work. The insurance shall apply on a replacement cost basis.

11.6.2 The insurance as required herein shall name as insureds the Owner, the Contractor, and all Subcontractors of any tier. The insurance policy shall contain a provision that the insurance will not be canceled, allowed to expire or materially changed until at least thirty (30) days prior written notice has been given to the Owner.

11.6.3 The insurance as required herein shall cover the entire Work, including reasonable compensation for Architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site (including all offsite stored materials) but intended for use at the site and shall also cover portions of the Work in transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

11.6.4 The insurance required herein shall be on an all risk form and shall be written to cover all risks of physical

loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, frost, water damage, windstorm and freezing.

11.6.5 If there are any deductibles applicable to the insurance required herein, the Contractor shall pay any part of any loss not covered because of the operation of such deductibles.

11.6.6 The insurance as required herein shall be maintained in effect until the earliest of the following dates:

- .1** the date which all persons and organization who are insureds under the policy agree in writing that it shall be terminated;
- .2** the date on which final payment of this Contract has been made by the Owner to the Contractor; or
- .3** the date on which the insurable interests in the property of all insureds other than the Owner have ceased.

11.6.7 The Owner and the Contractor waive all rights against (1) each other and any of their Subcontractors of any tier, suppliers, agents and employees, each of the other, (2) the Architect and Architect's consultants, and (3) separate contractors described in Article 6, if any, and any of their subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or the Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the Subcontractors of any tier, suppliers, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.

11.6.8 A loss insured under the Contractor's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, subject to requirements of the Contract Documents. The Contractor shall pay Subcontractors of any tier their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors of any tier to make payments to their Subcontractors in similar manner. The Contractor shall waive its rights to subrogation for any loss or damage to the Contractor's property or equipment coverage in favor of the Owner and other indemnified parties.

11.7 Bonds

11.7.1 When the Contract Sum exceeds Fifty Thousand Dollars (\$50,000), the Contractor shall procure and furnish a Performance Bond and a Payment Bond in the form prepared by the Owner, each in an amount equal to one hundred percent (100%) of the Contract Sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee the Contractor's faithful performance of this Contract, including but not limited to the Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guaranty Period as required by the Contract Documents.

11.7.2 The bonds required hereunder shall be executed by a responsible surety licensed in the State of Missouri, with a Best's rating of no less than A-/XI. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

11.7.3 If the surety of any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this Section, the Contractor shall within ten (10) days substitute another bond and surety, both of which must be acceptable to the Owner. If Contractor fails to make such substitution, the Owner may procure such required bonds on behalf of the Contractor at the Contractor's expense.

11.7.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds to such person or entity.

11.7.5 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety, as it relates to items one through four. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of the Contractor under the Contract Documents and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

11.7.6 The Contractor shall indemnify and hold harmless the Owner and any agents, employees, representative or member of the Board of Curators from and against any

claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of the Contractor to procure the bonds required herein.

ARTICLE 12 UNCOVERING AND CORRECTION OF THE WORK

12.1 Uncovering of the Work

12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Architect or the Owner's Representative, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect or the Owner's Representative has not specifically requested to observe, prior to its being covered, the Architect or the Owner's Representative may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner will be responsible for payment of such costs.

12.2 Correction of the Work

12.2.1 The Architect or the Owner's Representative shall have the right to reject Work not in strict compliance with the requirements of the Contract Documents. The Contractor shall promptly correct Work rejected by the Architect or the Owner's Representative for failing to conform to the requirements of the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed, or completed. If Work has been rejected by the Architect or the Owner's Representative, the Architect or the Owner's Representative shall have the right to require the Contractor to remove it from the Project site and replace it with Work that strictly conforms to the requirements of the Contract Documents regardless, if such removal and replacement results in "economic waste." The Contractor shall pay all claims, costs, losses and damages caused by or resulting from the correction, removal or replacement of defective, or non-compliant Work, including but not limited to, all costs of repair or replacement of Work of others. The Contractor shall bear costs of correcting, removing and replacing such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. If prior to the date of final payment, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.2.2 If, within twelve (12) months after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found not to be in strict accordance with the requirements of the Contract Documents, the Contractor shall correct or remove and replace such defective Work, at the Owner's discretion. Such twelve (12) month period is referred to as the "Guarantee Period." The obligations under this Paragraph shall cover any repairs, removal, and replacement to any part of the Work or other property caused by the defective Work.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct or remove it and replace such nonconforming Work. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may take action to correct or remove the nonconforming work at the Contractor's expense.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged Work or property, whether completed or partially completed, of the Owner or of others caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in Article 12 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the twelve (12) month Guarantee Period as described in Article 12 relates only to the specific obligation of the Contractor to correct, remove or replace the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents. The requirements of Article 12 are in addition to and not in limitation of any of the other requirements of the Contract for warranties or conformance of the Work to the requirements of the Contract Documents.

12.3 Acceptance of Nonconforming Work

12.3.1 The Owner may accept Work which is not in accordance with the Contract Documents, instead of requiring its removal and correction, in its sole discretion. In such case, the Contract Sum will be adjusted as appropriate and equitable. Such adjustment shall be made

whether or not final payment has been made. Nothing contained herein shall impose any obligation upon the Owner to accept nonconforming or defective Work.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Written Notice

13.1.1 All notices required to be given by the Contractor under the terms of this Contract shall be made in writing. Written notice when served by the Owner will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an office of the corporation for which it was intended, or if delivered at or sent to the last business address known to the party giving notice.

13.2 Rights and Remedies

13.2.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.2.2 No action or failure to act by the Owner, the Architect, or the Owner's Representative will constitute a waiver of a right or duty afforded to the Owner under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.2.3 The terms of this Contract and all representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Work and shall remain in effect so long as the Owner is entitled to protection of its rights under applicable law.

13.2.4 The Contractor shall carry out the Work and adhere to the current construction schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Owner and the Contractor may otherwise agree to in writing.

13.3 Tests and Inspections

13.3.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, codes, or regulations shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory, the Owner's Authorized Agent, or entity acceptable to the Owner, and the Contractor shall bear related costs of tests, inspections, and approvals as required in the Contract Documents. The Contractor shall give the Architect, the Owner's Representative, and the Owner's Authorized Agent timely notice of when and where tests and inspections are to be made

so the Architect, the Owner's Representative and/or the Owner's Authorized Agent may observe procedures or perform the necessary tests or inspections.

13.3.2 If the Architect, the Owner's Representative, or the Owner's Authorized Agent determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, or required by law, the Architect, or the Owner's Representative will instruct the Contractor to make arrangements for such additional testing, inspection, or approval by an entity acceptable to the Owner's Representative and the Contractor shall give timely notice to the Architect, the Owner's Representative or the Owner's Authorized Agent, of when and where tests and inspections are to be made so the Architect, the Owner's Representative and/or the Owner's Authorized Agent, may choose that the tests or inspections can be performed or observed. The Owner will bear such costs except as provided elsewhere in Article 13.

13.3.3 If such procedures for testing, inspection, or approval under Article 13 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's and Owner's Authorized Agent's services and expenses.

13.3.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor, and promptly delivered to the Owner's Representative and the Architect.

13.3.5 The Contractor shall take all necessary actions to ensure that all tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.3.6 The Contractor shall arrange for and pay for all costs of all testing required by the Contract Documents or any applicable laws for materials to be tested or certified at or on the place or premises of the source of the material to be supplied. The Owner shall have the right to require testing of all materials at the place of the source of the material to be supplied if not required by the Contract Documents or any applicable laws. The Owner shall bear the costs of such tests and inspections not required by the Contract Documents or by applicable laws, unless prior defective Work provides the Architect or the Owner with a reasonable belief that additional defective Work may be found, in which case the Contractor shall be responsible for all costs of tests and inspections ordered by the Owner or the Architect, whether or not such tests or inspection reveals that Work is in compliance with the Contract Documents.

13.4 Nondiscrimination in Employment Equal Opportunity

13.4.1 The University serves from time to time as a contractor for and/or receives funds from the United States

government. Accordingly, the Contractor shall comply with applicable federal laws, rules, and regulations, including those relating to nondiscrimination, equal employment opportunity, and affirmative action in the employment of certain entities or individuals, including, but not limited to, minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]), and those related to contracting with small or disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Federal Government in such circumstances are incorporated herein by reference.

13.4.2 If applicable, the Contractor shall comply with the equal opportunity requirements of 41 CFR Part 60, which are incorporated into this Contract by reference.

13.5 Supplier Diversity Participation Goals

13.5.1 The Contractor shall provide participation of Diverse Firms in the Project, through self-performance, if a Diverse Firm, or by subcontracting with Diverse Firms as Subcontractors, suppliers or manufacturers, in an amount that is no less than the percent of Contract Sum that was promised in the Contractor's bid and/or the amount accepted by the Owner.

13.5.2 If the Contractor must remove any Diverse Firm as a Subcontractor, supplier or manufacturer under the Contract, the Contractor shall replace the Diverse Firm with one or more Diverse Firms in an amount equal to the dollar value of the work awarded to the Diverse Firm that was removed. The Contractor shall immediately notify the Owner's Representative in writing of the Contractor's intent to remove any Diverse Firm as a Subcontractor, supplier or manufacturer, and the Contractor's plan to provide the promised amount of Supplier Diversity Participation. All changes of a Diverse Firm as a Subcontractor of any tier, supplier or manufacturer under the Contract shall be approved by the Executive Director of Facilities Planning and Development.

13.5.3 If the Contractor fails to meet or to maintain the promised amount of Supplier Diversity Participation, the Contractor shall immediately notify in writing the Owner's Representative and the Executive Director of Facilities Planning and Development. Such notice shall include a description of the Contractor's good faith effort to provide the promised Supplier Diversity Participation.

13.5.4 If the Executive Director of Facilities Planning and Development finds that the Contractor has failed to comply in good faith with the promised Supplier Diversity Participation the Executive Director may take appropriate action, including but not limited to, declaring the Contractor ineligible to participate in any contracts with the Owner for a period not to exceed six (6) months, and/or directing that the Contractor's actions be declared a material breach of the Contract and that the Contract be terminated.

13.5.5 The Contractor and his Subcontractors shall develop, implement, maintain, and submit in writing to the Executive Director of Facilities Planning and Development, 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 as included in the Contract Documents. For the purpose of this Section, an "Affirmative Action Program" means positive actions 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 40 and 70), disabled and Vietnam-era veteran status, and handicapped otherwise qualified status. 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 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 collective bargaining agreements.

.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

13.5.6 In the enforcement of the non-discrimination requirements in Section 13.4 and 13.5, 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 of any tier. The Contractor shall submit a final Affidavit of Diversity Participation for each Diverse Firm at the end of the project stating the actual amount paid to the Diverse Firm.

13.6 Wage Rates (If the Contract amount is less than \$75,000, the requirements of this Section will not apply. Any adjustments that increase the Contract cost above \$75,000 will be subject to this Section, per Section 290.230, RSMo.)

13.6.1 The Contractor and its Subcontractors shall pay all workers performing work under the Contract not less than the prevailing hourly rate of wages or the public works contracting minimum wage, whichever is applicable, as set out in the Annual Wage Order that is attached to and made part of the specifications for work under the Contract, in accordance with Sections 290.210 to 290.340, RSMo

(Missouri Prevailing Wage Law) and related regulations. The Annual Wage Order(s) published by the Missouri Department of Labor and Industrial Relations (MDLIR) for the location where the Work is performed is incorporated into the Contract by this reference. The Contractor shall use applicable MDLIR regulations, including, but not limited to, 8 CSR 30-3.010-3.060, in determining the appropriate occupational titles and rates for workers used in the execution of this Contract. All determinations and/or interpretations regarding wage rates and classification of workers will be made by the office of the University of Missouri Executive Director of Facilities Planning and Development.

13.6.2 If this Project is financed in whole or in part from Federal funds (as indicated in the bid or Contract Documents), 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." 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.

13.6.3 The Contractor will forfeit a penalty to the Owner of \$100 per day (or portion of a day) for each worker that is paid less than the specified rate for any work done under the Contract by the Contractor or by any Subcontractor. The Owner shall deduct from any unpaid amounts then or thereafter due the Contractor under the Contract all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340, RSMo. (Section 290.250, RSMo) The Contractor agrees to abide by any decision made by the Owner regarding underpayment of wages to workers and amounts owed them as well as penalties for underpayment of wages.

13.6.4 The prevailing wage rate(s) and public works contracting minimum wage(s) included in the Annual Wage Order(s) include fringe benefits as set forth in Sections 290.219 and 290.257, RSMo. Fringe benefit payments may be made to the worker in cash, or irrevocably made by a Contractor or Subcontractor to a trustee or to a third person pursuant to a fund, plan or program, or pursuant to an enforceable commitment, or any combination thereof, to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the Contractor or Subcontractor is not required by other federal or state law to provide any of the benefits as referenced in Section 290.210(5), RSMo.

13.6.5 The Contractor shall make full payment of the applicable required wages to workers in legal tender. Pay for travel, mileage, meals, bonuses, or other expenses are not fringe benefits and cannot be considered part of the workers wage rate. The Contractor shall not make any deductions for food, sleeping accommodations, transportation, use of small tools, uniforms, or anything of any kind or description, unless the Contractor and employee enter into an agreement in writing at the beginning of the worker's term of employment, and such agreement is approved by the Owner as fair and reasonable in accordance with Section 290.315, RSMo.

13.6.6 The Contractor shall submit to the Owner with the Contractor's periodic pay request, certified payroll records for labor performed by the Contractor and Subcontractors of any tier. The Contractor shall submit all required certified payroll information records electronically in pdf format using the Owner's web-based payment program. The certified payroll forms shall contain the name, address, personal identification number, and occupational title of the workers as well as the hours they work each day. Do not include personal social security numbers in payroll records. The Owner's acceptance of certified payroll records does not in any way relieve the Contractor of any responsibility for the payment of prevailing wages to workers on the project. The Contractor shall also maintain copies of the certified payroll records. The Owner may, at any time, request copies of, and/or inspect all of the Contractor's payroll records for the Work to verify compliance. The Contractor shall furnish the Owner copies of payroll records within ten (10) days of the Owner's written request. The Contractor shall provide copies of workers I-9 forms within twenty-four (24) hours of written notice. Such payroll records shall be maintained in accordance with Article 13.7.1 and shall be available for inspection for two (2) years after final completion of the Work. Falsification of the certified payroll records may result in the debarment of the Contractor or Subcontractor from future work with the University.

13.6.7 If applicable, the Contractor shall comply with the Copeland "Anti-Kick Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

13.6.8 The Contractor shall specifically incorporate the obligations of Section 13.6 into the subcontracts, supply agreements and purchase orders for the Work and require the same of any Subcontractors of any tier.

13.6.9 If Contractor fails to comply with the provisions of Section 13.6 of this Contract or with Sections 290.210 to 290.340, RSMo and related regulations, the Owner may, in its sole discretion, immediately terminate the Contract upon written notice. The rights and remedies of the Owner provided herein shall not be exclusive and are in addition

to other rights and remedies provided by law or under this Contract.

13.6.10 The Contractor may pay entry-level workers or federally-registered apprentices fifty percent (50%) of the pay of a journeyman in their same occupational title, in accordance with Section 290.235, RSMo and 8 CSR 30-3.030. Per 8 CSR 30-3.030, an entry-level worker is "[a]ny worker who is not a journeyman and who is not otherwise enrolled in a federally-registered apprenticeship program but is participating in an on-the-job training program provided by the contractor for whom they perform work on a public construction project." The University of Missouri may require documentation showing, to the University's sole satisfaction, that an entry-level worker is participating in an on-the-job training program with the Contractor. The combined total of such entry-level workers and federally registered apprentices shall not exceed a one-to-one ratio with the number of journeyman workers in any occupational title on the project.

13.6.11 The Contractor shall post the wage rates for the Contract in a dry, accessible place at the field office on the project or, where there is no field office, at the Contractor's local office or batch plant so long as a copy is provided to workers upon request, as required by 8 CSR 30-3.050. The wage rates shall be kept in a clearly legible condition for the duration of the project.

13.6.12 Neither the Contractor, nor any Subcontractor of any tier, nor any person hired by them or acting on their behalf, shall request, demand or receive, either before or after such worker is engaged, that such worker pay back, return, donate, contribute, or give any part or all of said worker's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such worker from procuring or retaining employment, and no person shall, directly or indirectly, pay, request or authorize any other person to violate this Section as set forth in Section 290.305, RSMo, the exception being to an agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization. No Contractor or Subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on this project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the applicable wage rate as provided in the Contract. In the event a wage subsidy, bid supplement, or rebate is provided or received, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the University within thirty days of receipt of payment. This disclosure report shall be a matter of public record.

13.6.13 The Contractor will pay workers overtime for all hours worked over ten (10) hours per day and forty (40) hours per week in accordance with Section 290.230, RSMo. For all overtime work performed, not less than one and one-half 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. For all work performed on a Sunday or holiday, not less than twice the prevailing hourly rate of pay or public works contracting minimum wage will apply in accordance with Section 290.230, RSMo. For purposes of this Section, holidays are as follows: January first, the last Monday in May, July fourth, the first Monday in September, November 11, the fourth Thursday in November, December twenty-fifth. If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

13.7Records

13.7.1 The Owner, or any parties it deems necessary, shall have access to and the right to examine any accounting or other records of the Contractor involving transactions and Work related to this Contract for five (5) years after final payment or five (5) years after the final resolution of any on going disputes at the time of final payment. All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors of any tier shall be required by Contractor to maintain records and to permit audits as required of Contractor herein.

13.8Codes and Standards

13.8.1 The Work shall be performed to comply with the International Code Council (ICC) Codes, and the codes and standards noted below. The latest editions and supplements of these codes and standards in effect on the date of the execution of the Contract for Construction shall be applicable unless otherwise designated in the Contract Documents. Codes and standards required by accreditation agencies will also be used unless the ICC requirements are more stringent. In the event that special design features and/or construction systems are not covered in the ICC codes, the applicable edition of the National Fire Protection Association (NFPA) family of standards and/or the NFPA 101 Life Safety Code shall be used.

- .1** ICC International Building Code and reference standards
- .2** ICC International Plumbing Code
- .3** ICC International Mechanical Code
- .4** ICC International Fire Code
- .5** ICC International Fuel Gas Code
- .6** NFPA 70 National Electric Code (NEC)
- .7** Americans with Disabilities Act – Standards for Accessible Design.
- .8** American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks as published by the American Society of Mechanical Engineers (ASME), American National Standards Institute (ANSI) A17.1
- .9** NFPA 101 Life Safety Code (as noted above)
- .10** American Concrete Institute (ACI)
- .11** American National Standards Institute (ANSI)
- .12** American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

- .13** American Refrigeration Institute (ARI)
- .14** American Society for Testing and Materials (ASTM)
- .15** Missouri Standard Specification for Highway Construction, Missouri State Highway Commission
- .16** National Electrical Manufacturers Association (NEMA)
- .17** Underwriter's Laboratories, Inc. (UL), Federal Specifications
- .18** Williams Steiger Occupational Safety and Health Act of 1970 (OSHA)

13.9 General Provisions

13.9.1 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9.2 This Contract shall be interpreted, construed, enforced, and regulated under and by the laws of the State of Missouri. Whenever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or a portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable. The Contractor and the Owner further agree that in the event any provision of this Contract, or a portion thereof, is prohibited by law or found invalid under any law, this Contract shall be reformed to replace such prohibited or invalid provision or portion thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the prohibited or invalid provision.

13.9.3 The Contractor and the Owner each agree that the State of Missouri Circuit Court for the County where the Project is located shall have exclusive jurisdiction to resolve all Claims and any issue and disputes between the Contractor and the Owner. The Contractor agrees that it shall not file any petition, complaint, lawsuit or legal proceeding against the Owner in any other court other than the State of Missouri Circuit Court for the County where the Project is located.

13.9.4 The Owner's total liability to the Contractor and anyone claiming by, through, or under the Contractor for any Claim, cost, loss, expense, or damage caused in part by the fault of the Owner and in part by the fault of The Contractor or any other entity or individual shall not exceed the percentage share that the Owner's fault bears to the total fault of the Owner, the Contractor and all other entities and individuals as determined on the basis of comparative fault principles.

13.9.5 The Contractor agrees that the Owner shall not be liable to the Contractor for any special, indirect, incidental, or

consequential damage whatsoever, whether caused by the Owner's negligence, fault, errors or omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. Such special, indirect, incidental or consequential damages include, but are not limited to loss of profits, loss of savings or revenue, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar types of damages.

13.9.6 Nothing contained in this Contract or the Contract Documents shall create any contractual relationship with or cause of action in favor of a third party against the Owner.

13.9.7 No member or officer of the Board of Curators of the University incurs or assumes any individual or personal liability under the Contract or by reason of the default of the Owner in the performance of any terms thereof. The Contractor releases and discharges all members or officers of the Board of Curators of the University from any liability as a condition of and as consideration for the award of the Contract to the Contractor.

13.9.8 The Contractor hereby binds itself, its partners, successors, assigns and legal representatives to the Owner in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or proceeds hereof without written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, it shall be void and confer no rights on third parties, and the Contractor shall nevertheless remain legally responsible for all obligations under the Contract. The Owner's consent to any assignment is conditioned upon the Contractor entering into a written assignment which contains the following language: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor and to claims and to liens for services rendered or materials supplied for the performance of the Work required in said Contract in favor of all persons, firms, corporations rendering such services or supplying such materials."

13.10 Certifications

13.10.1 Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency in accordance with Federal Executive Orders 12549 (2/18/86) and 12689 (8/15/89).

13.10.2 Anti-Discrimination Against Israel Act

If this Contract is for \$100,000 or more, and if the Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel, and will not boycott Israel during the term of this Contract. In this Paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

13.10.3 Byrd Anti-Lobbying Amendment

.1 If this Contract exceeds \$100,000 and is funded by Federal funding, Contractor agrees to file the required certification, in compliance with 31 U.S.C. § 1352 (as amended).

.2 Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

.3 Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

13.10.4 Work Authorization

The Contractor and all subcontractors performing work under this Contract shall enroll and participate in a federal work authorization program operated by the United States Department of Homeland Security, E-Verify or an equivalent federal work authorization program, to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. By executing a contract with The Curators of the University of Missouri, the Contractor shall affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The Contractor shall maintain documentation of its participation in a federal work authorization program and make such documentation available to the University upon request.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by Owner for Cause

14.1.1 In addition to other rights and remedies granted to the Owner under the Contract Documents and by law, the Owner may terminate the Contract if the Contractor:

.1 refuses or fails to supply enough properly skilled workers, superintendents, foremen, or managers;

.2 refuses or fails to supply sufficient or proper materials;

.3 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.4 disregards laws, ordinances, rules, codes, regulations or orders of an authority having jurisdiction;

.5 disregards the authority of the Owner's Representative, the Architect, or the Owner's Authorized Agent;

.6 breaches any warranty or representations made by the Contractor under or pursuant to the Contract Documents;

.7 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.8 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents;

.9 fails to maintain a satisfactory rate of progress with the Work or fails to comply with approved progress schedules; or

.10 violates in any substantial way any provisions of the Contract Documents.

14.1.2 When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, terminate this Contract by delivering a written notice of termination to the Contractor and the Contractor's surety, and may:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to Section 5.3; and

.3 finish the Work by whatever reasonable method the Owner may deem expedient, including turning the Work over to the surety.

14.1.3 The Contractor, in the event of a termination under Section 14.1, shall not be entitled to receive any further payments under the Contract until the Work is completed in its entirety. Then, if the unpaid balance under the Contract shall exceed all expenses of the Owner in finishing the Work, including additional compensation for the Architect's services and expenses made necessary thereby, such excess will be paid to the Contractor; but, if such expenses of the Owner to finish the Work shall exceed the unpaid balance, the Contractor and its surety shall be liable for, and shall pay the difference and any damages to the Owner. The obligation of the Contractor and its surety for payment of said amounts shall survive termination of the Contract.

14.1.4 In exercising the Owner's right to secure completion of the Work under any of the provisions hereof, the Owner shall have the right to exercise the Owner's sole discretion as to the manner, methods, and reasonableness of costs of completing the Work.

14.1.5 The rights of the Owner to terminate pursuant to Article 14.1 will be cumulative and not exclusive and shall be in addition to any other remedy provided by law or the Contract Documents.

14.1.6 Should the Contractor fail to achieve Final Completion of the Work within thirty (30) calendar days following the date of Substantial Completion, the Owner may exercise its rights under Section 14.1.

14.2 Suspension by the Owner for Convenience

14.2.1 The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.2.2 An adjustment will be made to the Contract Sum for increases in the cost of performance of the Contract caused by suspension, delay or interruption. However, in the event of a suspension under Section 14.2, Contractor hereby waives and forfeits any claims for payment of any special, indirect, incidental or consequential damages such as lost profits, loss of savings or revenue, loss of anticipated profits, idle labor or equipment, home office overhead, and similar type damages. No adjustment will be made to the extent:

.1 that performance is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor in whole or in part is responsible, or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

14.3 Owner's Termination for Convenience

14.3.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Paragraph shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

14.3.2 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

.1 cease operation as specified in the notice;

.2 place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete Work not terminated;

.3 terminate all subcontracts and orders to the extent they relate to the Work terminated;

.4 proceed to complete the performance of Work not terminated; and

.5 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

14.3.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions and for all Owner approved claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors and suppliers. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits, consequential damages and other economic losses.

14.3.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of

the Work, (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

14.3.5 Upon determination by a court that termination of Contractor or its successor in interest pursuant to Section 14.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.3, and Contractor's sole and exclusive remedy for wrongful termination is limited to recovery of the payments permitted for termination for convenience as set forth in 14.3.

SECTION 1.E

SPECIAL CONDITIONS

1. DEFINITIONS

a. “Drawings”

Drawings referred to in and accompany Project Manual consist of Drawings prepared by and bearing the name of the below defined Architect, bearing Date of 04/21/2025, entitled “Gannett Hall – Rm 88 Fisher Auditorium Renovation”, project number CP250041.

b. Architect
PGAV Architects
4900 Main Street #1000
Kansas City, MO 64112
(913) 362-6500
Contact: Pat Duff, Project Manager
Email: pat.duff@pgav.com

c. Mechanical & Electrical Engineer
Smith & Boucher, Inc.
25618 W 103rd Street
Olathe, KS 66061
(913) 344-0047
Contact: Chris Albright
Email: CALbright@smithboucher.com

d. Structural Engineer
N/A

e. Civil Engineer
N/A

f. Other Definitions: See Article 1., General Conditions

2. SPECIAL SCHEDULING REQUIREMENTS

a. Special scheduling requirements supplemental to the bid form

Contractor may begin on-site mobilization prior to approval of shop drawings and materials procurement.

Contractor shall perform all work no later than 12/01/25.

Noisy Work – Noisy work shall be suspended during normal work hours throughout finals week. Exact dates are to be confirmed by the Owner's Representative, and any noisy work during this period shall be coordinated with and approved by Owner's Representative at least 72 hours in advance.

Contractor shall coordinate with Owner's vendor as required to allow all AV/IT to be completed no later than 12/12/2025.

3. SCOPE OF WORK

- a. The Contractor shall furnish all labor, materials, tools, equipment necessary for, and incidental to, construction of this project as indicated on the Drawings and specified herein.
- b. Work shall include everything requisite and necessary to finish work properly, notwithstanding that every item of labor or materials or accessories required to make project complete may not be specifically mentioned.
- c. General Description of Work:
 - (1) Base Bid: Project consists of renovations to Room 88 Fisher Auditorium in Gannett Hall. The scope includes installation of new seating and finishes including flooring, paint, ceilings, lighting, mechanical wall panels, low wall at auditorium perimeter, power receptacles and mechanical diffuser and ductwork improvements. Patching sealed concrete at existing seat removal.
 - (2) Demolition includes removal of existing seating, ceilings, light fixtures, mechanical diffusers and existing projection booth wall and affected power and conduit as indicated.
 - (3) Architectural work includes new seating and interior finishes. Riser steps will be widened to 4'-0".
 - (4) Mechanical work shall consist of new diffusers connections to existing ductwork.
 - (5) Electrical work shall consist of new architectural and egress lighting in the lobby, lounge, and power receptacles at the side walls of the auditorium.

4. LOCATION

- a. Work shall be performed under this Contract on the campus of the University of Missouri – in Columbia, Missouri, at Gannett Hall (former Engineering Building West), 802 Elm St. Columbia, MO 65211. The building is on the east side of the Historic Avenue of the Columns.

5. NUMBER OF CONSTRUCTION DOCUMENTS

- a. The Owner's Representative will furnish the Contractor a copy of the executed Contract and a complete set of Drawings and Specifications in PDF format.
- b. The contractor may obtain printed sets from the architect at cost of reproduction.
- c. The Owner will furnish explanatory and changed Drawings to the Contractor in PDF format as issued during project.
- d. The Owner will provide electronic data files to the Contractor for their convenience and use in progressing the Work and the preparation of shop drawings or other submittal requirements required for construction of the reference project. The electronic data files shall reflect Construction Documents and Bid Addenda only. These files will be transmitted subject to the following terms and conditions:
 - (1) The Owner makes no representation as to the compatibility of these files with the Contractor's hardware or software.
 - (2) Data contained on these electronic files shall not be used by the Contractor or anyone else for any purpose other than as a convenience in progressing the Work or in the preparation of shop drawings or other required submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at their own sole risk and without liability or legal exposure to Owner. The Contractor agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner and its consultants, contractors, agents, employees, and representatives that may arise out of or in connection with the use of the electronic files transmitted.
 - (3) Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner and its consultants, contractors, agents, employees, and representatives, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.
 - (4) These electronic files are not contract documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. The Owner makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by the Consultant and the electronic files, the signed and sealed hard-copy construction documents shall govern. The Contractor is responsible for determining if any conflict exists. By use of these electronic files, the Contractor is not relieved of their duty to fully comply with the contract documents.
 - (5) Because information presented on the electronic files can be modified, unintentionally or otherwise, the Owner reserves the right to remove all

indications of ownership and/or involvement from each electronic display.

- (6) Under no circumstances shall delivery of the electronic files be deemed a sale by the Owner and no warranties are made, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner be liable for any loss of profit, or any consequential damages as a result of use or reuse of these electronic files.

6. SUBMITTALS

- a. The Contractor shall submit for approval to the Architect, equipment lists and Shop Drawings, as expediently as possible. Failure of the Contractor to submit Shop Drawings in a timely manner will result in the Owner holding back Contractor payments. (See General Conditions)
- b. The material and equipment lists shall be submitted and approved before any material or equipment is purchased and shall be corrected to as-built conditions before the completion of the project.
- c. The Contractor shall submit electronic versions of all required Shop Drawings, material and equipment lists. The Contractor shall upload all Shop Drawings to a secure information sharing website determined by the Owner notifying the Owner and Consultant that these shop drawings are available for review. Each submittal shall have the General Contractors digital stamp affixed to the first page signifying their review and acceptance. Review comments, approvals, and rejections will be posted on this same site with notification to the contractor. Submittals requiring a professional seal shall be submitted hard copy with a manual seal affixed.
 - (1) The Contractor shall identify each submittal item with the following:
 - (a) Project Title and Locations
 - (b) Project Number
 - (c) Supplier's Name
 - (d) Manufacturer's Name
 - (e) Contract Specification Section and Article Number
 - (f) Contract Drawing Number
 - (g) Acrobat File Name: Spec Section_Times Submitted_Spec Title:
033000_01-Cast in Place Concrete.pdf
 - (2) Reference the accompanying Shop Drawing and Submittal Log at the end of this section (1.E.4) for the required submittal information.
- d. The Contractor shall submit to the Architect four (4) bound copies of all required Operating Instructions and Service Manuals for the Architect's and the Owner's sole use prior to completing 50% of the adjusted contract. Payments beyond 50% of the contract amount may be withheld until all Operating Instructions and Service Manuals are received as referenced in the accompanying Operating Instructions and

Service Manual Log at the end of this section (1.E.5).

- e. The Contractor shall submit to the Owner's Representative all items referenced in the accompanying Closeout Log (1.E.6) within 30 days following substantial completion of the work. The Owner's Representative will maintain the closeout log and include as an agenda item at all coordination meetings.

7. USE OF PREMISES

- a. Access: Access to construction site and laydown area shall be as indicated on the drawings and as directed by the Owner's Representative.
- b. Parking:
 - (1) The Owner will issue Contractor **two (2)** service vehicle parking permits for use in **Hitt Street Parking Structure (HSPS)**. The permits will be issued at no cost to the contractor up to the contract completion date. After the contract completion date, the permits will be re-issued on an as available basis at the contractor's expense. These permits are to be used for general contractor or subcontractor owned and labeled vehicles only. Personal vehicles are prohibited from use of these permits. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
 - (2) Parking of personal vehicles within project access/lay down/staging areas is prohibited. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
 - (3) Parking or driving on sidewalks, landscaped areas, within fire and service lanes or generally in areas not designated for vehicular traffic is prohibited except as allowed in the contract documents. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
 - (4) Sidewalk(s) and Hardscape – Parking/driving on hardscapes is strictly prohibited unless specifically directed by the Owner's Representative through the MU sidewalk permitting process. Restricted use permits will be limited to activities that are constrained by an absolute need to access from a sidewalk. Such activities shall be considered the exception and not the norm. Adequate signage, fencing and alternate routes must be provided in the immediate and adjacent areas.
 - (5) Free parking for contractor employees is available in the Ashland Road Contractor lot on an as available basis. This space is for use by contractor employees for parking their personal vehicles only and is not to be used for staging or storage.

- (6) Vendor Permits may be purchased by contractor management personnel on an as available basis by contacting the Parking and Transportation office in the General Services Building. These permits will allow contractor management personnel to park in various University lots while conducting business on University construction projects.
 - (7) Temporary University parking permits may be purchased by contractor employees for use with their personal vehicles on an as available basis by contacting the Parking and Transportation office in the General Services Building.
 - (8) Conley Avenue between Missouri Avenue and University Avenue and Hitt Street between University Avenue and the Memorial Union are designated for pedestrian use only during the work week between the hours of 8:15 AM and 3:45 PM. Unless otherwise indicated in the contract documents, this area is strictly off limits to vehicular traffic without authorization from the Owner's Representative.
- c. Storage of materials: The Contractor shall store all materials within project limits. The Contractor shall confine apparatus, materials, and operation of workers to location established by the Owner's Representative. The Contractor shall not unreasonably encumber premises with materials. In addition, storage trailer locations may be available within 1-1/2 miles of project site as directed by the Owner's Representative. Storage trailer locations shall be subject to approval by the Owner's Representative and are available to the Contractor without cost.
 - d. Utilities: Drinking water, water required to carry on work, and 120-volt electrical power required for small tool operation may be obtained without cost to the Contractor from existing utilities at locations designated by the Owner's Representative. Provisions for obtaining power, including temporary extensions, shall be furnished, and maintained by the Contractor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner's Representative, at no cost to the Owner.
 - e. Restroom: Existing toilet facilities designated by the Owner's Representative for use by the Contractor will be available. Failure of the Contractor to maintain restrooms in a clean condition will be cause for the Contractor's discontinued use of the restroom.
 - e. Smoking is prohibited at the University of Missouri and all properties owned, operated, leased or controlled by the University of Missouri. Violation of the policy is defined as the use of any tobacco or marijuana products, including e-cigarettes, cigarettes, and vaping.
 - f. Landfill: The Contractor shall not use the Owner's landfill. Dumping or disposal of excavated or demolition materials on Owner's property shall not be permitted.

The Contractor shall remove and legally dispose of excavated or demolished materials off the Owner's property.

- g. Care of Project Work Site: The contractor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner's Representative.
- h. Discharge to Sewer Request: The University of Missouri's MS4 permit and NPDES Storm Water Discharge Permits along with the City of Columbia's POTW Operating Permit as well as local ordinances, and state and federal environmental regulations prohibit hazardous materials from being disposed into either the storm water or sanitary sewer systems. Unless specifically approved, all chemical products such as paints, dyes, lawn care products, maintenance products, and oil is prohibited from drain disposal. Any product, including contaminated water, being discarded into the storm water or sanitary sewer systems requires written approval from the Owner through a formal "Discharge to Sewer Request" form obtained at [Discharge to Sewer Request Form](#). The contractor should submit the form to the Owner's Representative, not to the Department of Environmental Health and Safety as the form indicates.
- i. All concrete waste material including washout water shall be totally contained and removed from the Owner's property.

9. PROTECTION OF OWNER'S PROPERTY

- a. The Contractor shall be responsible for repair of damage to building exterior and interior, drives, curbs, streets, walks, grass, shrubbery and trees, which was caused by workmen or equipment employed during progress of work. All such repairs shall be made to satisfaction of the Owner's Representative, at no cost to the Owner, or reimburse the Owner if the Owner elects to make repairs. For landscape damage, the Owners shall make such repairs. Compensation for these repairs shall be determined by the Owner's Representative using the "Valuation of Landscape Trees, Shrubs, and other Plants" as published by the International Society of Arboriculture, as last revised.
- b. Construction Project Fencing:
 - (1) Fencing requirements, as indicated on Drawings, shall be constructed of 9 or 11-gauge chain link not less than six (6) feet in height and not more than 2-inch mesh with posts spaced not more than ten (10) feet apart and all corner and gate posts imbedded in concrete. All other posts shall be sufficiently secured in ground to maintain proper and adequate support of fence. Fenced in area shall have at least two (2) access gates and all gates shall be lockable.

- (2) Fence screening fabric shall be used on all perimeter fencing. Fabric shall be green in color, full height of the project fence, securely attached and properly maintained throughout the duration of the project.
- (3) Fencing requirements, as indicated on Drawings and/or described in Specifications and where necessary to protect public and Owner's property shall be constructed of woven wire or plastic woven fencing not less than five (5) feet in height and supported by metal tee posts anchored securely in ground at not more than ten (10) foot intervals.
- (4) Project worksite shall be kept continuously protected with, at minimum, a temporary portable fence constructed of woven wire or plastic woven fencing not less than five (5) feet in height and supported by metal tee posts spaced not more than ten (10) feet apart and imbedded in five (5) gallon buckets of concrete or an equivalent method of support. In lieu of five-gallon buckets of concrete, metal posts may be driven into ground or asphalt. Fencing shall have reflective devices, such as, tape, ribbon, and/or be painted in a bright fluorescent color. Portions of fence shall be reinstalled when work activities cease and during all non-work periods.
- (5) Using existing landmarks, lamp posts, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner's Representative.
- (6) Use of ribbon, snow fence, chicken wire, rope, and wooden barricades as fencing is prohibited.
- (7) Fencing shall be maintained in an "as-installed" condition throughout the life of the project.
- (8) The Contractor may use used fencing provided it is in good condition and is satisfactory to the Owner's Representative.

c. Preserving and Protecting Existing Vegetation:

- (1) Protection and compensation for damages:
 - (a) Trees and shrubs within work area designated to remain shall be protected from damage during construction by fixed chain link fencing or armoring as indicated on Drawings or specified herein. Plant protection devices shall be installed before work has begun and shall be maintained for duration of work unless otherwise directed by Owner's Representative.

- (b) In the event that damage(s) to the Owner's trees, shrubs or vegetation occurs as a result of the Contractor's unauthorized operations, the Contractor shall pay or allow to the Owner compensation for said damage(s). Compensation shall be determined by the Owner's Representative using the "Valuation of Landscape Trees, Shrubs, and other Plants" as published by the International Society of Arboriculture, as last revised.
- (2) To prevent compaction of soil over tree roots, vehicles or equipment shall not at any time park or travel over, nor shall any materials be stored within drip line of trees designated to remain.
- (3) Owner's Representative will stop work immediately when proper measures are not being employed to protect trees and shrubs. Contractor will be notified to resume work after required protection measures are implemented.
- (4) Removal and/or pruning of select landscape materials shall be performed by MU Landscape Services department.
- (5) Contractor shall repair tire ruts and other damages to existing lawn areas. Repairs shall match surrounding area.

9. SUBSTITUTIONS AND EQUALS

- a. Substitutions and equals are defined in Article 3 of the General Conditions.
- b. Substitutions and/or Equals of the item(s) listed below will be allowed only prior to receipt of bids provided that a written request for approval has been received by both the Architect and the Owner at least ten calendar days prior to the date for receipt of Bids. All other substitution and/or Equals items shall follow the procedures set forth in the General Conditions.
- c. If the Architect and Owner approve a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

11. CODES AND STANDARDS

- a. The Contractor shall comply with applicable codes and standards as listed in the General Conditions. The following codes and standards shall also apply:
City of Columbia – Sewer Line Installation Standards – Department of Public Works

“All sanitary sewer construction shall be in accordance with the City of Columbia Specifications and Standards and in conformance with the rules and regulations of the Missouri Clean Water Commission.”

12. PERMITS

- a. The Owner will secure and pay for specific necessary approvals, easements, assessments, and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities except as noted in Article 3.2 of the General Conditions.
- b. Before commencement of Boilers, Water Heaters or Pressure Vessels the Contractor must obtain an installation permit from the State of Missouri, Division of Fire Safety, Boiler and Pressure Unit as required by 11 CSR 40-2.010 through 11 CSR 30-2.065. Their permit applications are available at <https://dfs.dps.mo.gov/programs/bpv/>.

13. PRE-BID INSPECTION

- a. All pre-bid inspections of work areas shall be scheduled with pre-bid inspection guide, telephone: **(573) 882-6800**.

14. PROJECT SCHEDULING

- a. Contractor Schedule – Contractor is responsible for the schedule, that may be provided with in-house personnel or hired a third-party scheduling consultant. See Contractor Schedule Requirements included in these documents.

- b. Contractor Schedule Requirements

(1) GENERAL

- (a) Time is of the essence for this contract. The time frames spelled out in this contract are essential to the success of this project. The University understands that effective schedule management, in accordance with the General Conditions and these Special Conditions is necessary to insure to that the critical milestone and end dates spelled out in the contract are achieved.

(b) Related Documents

- (i) Drawings and general provisions of the Contract, including General Conditions' Article 3.18 shall apply to this Section.

(c) Stakeholders

- (i) A Stake holder is anyone with a stake in the outcome of the Project, including the University, the University Department utilizing the facility, the Design Professionals, the Contractor and Subcontractor(s).

(d) Weather

- (i) Contractor acknowledges that there will be days in which work cannot be completed on weather sensitive activities, due to the weather, and that a certain number of these lost days are to be expected under normal weather conditions in Missouri.
- (ii) Rather than speculate as to what comprises “normal” weather at the location of the project, Contractor agrees that it will assume a total of 44 lost days, on weather sensitive activities of critical path work, due to weather over the course of a calendar year and include same in its as planned schedule. For projects of less than a calendar year, lost weather days should be prorated for the months of construction in accordance with the following schedule.
- (iii) Anticipated weather days for allocation/proration only. For projects lasting 12 months or longer, the 44 days per year plus whatever additional months are included will constitute normal weather.

Jan – 5 days	Feb – 5 days	Mar – 4 days	Apr – 4 days
May – 3 days	Jun – 3 days	Jul – 2 days	Aug – 2 days
Sep – 3 days	Oct – 4 days	Nov – 4 days	Dec – 5 days

- (iv) The Contractor shall notify the Owner’s Representative via email on the same day a lost weather day occurs and shall maintain a log of weather days to be included in the Narrative described in 2.3.4 herein.

(2) SCHEDULING PROCESS

- (a) The intent of this section is to ensure that a well-conceived plan, that addresses the milestone and completion dates spelled out in these documents, is developed with input from all stakeholders in the project. Input is limited to all reasonable requests that are consistent with the requirements of the contract documents, and do not prejudice the Contractor’s ability to perform its work consistent with the contract documents. Further, the plan must be documented in an understandable format that allows for each stakeholder in the project to understand the plan for the construction and/or renovation contained in the Project.
- (b) Contractor Requirements

(i) Schedule Development

Contractor shall prepare the Project Schedule using the latest version of Phoenix Project Management scheduling software or other software as approved by the Owner's Representative prior to receipt of bids.

Contractor shall review each major subcontractor's schedule with the sub and obtain the subcontractor's concurrence with the schedule, prior to submitting to the University.

(ii) Schedule Updates

1. Schedule Updates will be conducted once a month, at a minimum. Actual Start and Finish dates should be recorded regularly during the month. Remaining Duration shall be updated as of the data date, just prior to Contractor's submittal of the updated data.
2. Contractor will copy the previous months schedule and will input update information into the new monthly update version.
3. Contractor will meet with the Owner's Representative to review the draft of the updated schedule. At this meeting, Owner's Representative and Contractor will:
 - (a) Review out of sequence progress, making adjustments as necessary.
 - (b) Add any fragnets necessary to describe changes or other impacts to the project schedule and
 - (c) Review the resultant critical and near critical paths to determine any impact of the occurrences encountered over the last month.

(b) Schedule Narrative

After finalization of the update, the Contractor will prepare a Narrative that describes progress for the month, impacts to the schedule and an assessment as to the Contractor's entitlement to a time extension for occurrences beyond its control during the month and submit in accordance with this Section.

- (c) Progress Meetings
 - (i) Review the updated schedule at each monthly progress meeting. Payments to the Contractor may be suspended if the progress schedule is not adequately updated to reflect actual conditions.
 - (ii) Submit progress schedules to subcontractors to permit coordinating their progress schedules to the general construction work. Include four (4) weeks look ahead schedules to allow subs to focus on critical upcoming work.

(3) CRITICAL PATH METHOD (CPM)

- (a) This Section includes administrative and procedural requirements for the critical path method (CPM) of scheduling and reporting progress of the Work.
- (b) Refer to the General and Special Conditions and the Agreement for definitions and specific dates of Contract Time.
- (c) Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations determine when activities can be performed and the critical path of the Project.
- (d) Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.
- (e) Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.
- (f) Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling, the construction project. Activities included in a construction schedule consume time and resources.
- (g) Critical activities are activities on the critical path.
- (h) Predecessor activity is an activity that must be completed before a given activity can be started.
- (i) Milestone: A key or critical point in time for reference or measurement.

- (j) Float or Slack Time: The measure of leeway in activity performance. Accumulative float time is not for the exclusive use or benefit of the Owner or Contractor but is a project resource available to both parties as needed to meet contract milestones and the completion date.
- (k) Total float is herein defined as the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- (l) Weather: Adverse weather that is normal for the area must be taken into account in the Contractor's Project Schedule. See 1.(d)(iii), above.
- (m) Force Majeure Event: Any event that delays the project but is beyond the control and/or contractual responsibility of either party.
- (n) Schedule shall include the following, in addition to Contractor's work.
 - (i) Phasing: Provide activity codes in the schedule to show how the sequence of the Work is affected by the following:
 1. Requirements for phased completion and milestone dates.
 2. Work by separate contractors.
 3. Work by the Owner
 4. Coordination with existing construction.
 5. Limitations of continued occupancies.
 6. Uninterruptible services.
 7. Partial occupancy prior to Substantial Completion.
 8. Area Separations: Use Activity Codes to identify each major area of construction for each major portion of the Work. For the purposes of the Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.
 9. Required delivery dates for Owner furnished equipment, if applicable
 10. Post substantial completion activities and closeout
 11. Floor or Level: Use separate activity codes to identify each floor or level.
 12. Subcontractor: Use Activity Codes to identify each subcontractor's work activities.
 13. Type Work or Craft: Use Activity Codes to identify the type of work, or craft that will execute each activity.

(4) TIME EXTENSION REQUEST

- (a) Refer to General Conditions of the Contract for Construction, Article 4.7 Claims for Additional Time.
- (b) Changes or Other Impacts to the Contractor's Work Plan. The Owner will consider and evaluate requests for time extensions due to changes or other events beyond the control of the Contractor on a monthly basis only, with the submission of the Contractor's updated schedule, in conjunction with the monthly application for payment. The Update must include:
 - (i) An activity depicting the event(s) impacting the Contractors work plan shall be added to the CPM schedule, using the actual start date of the impact, along with actually required predecessors and successors.
 - (ii) After the addition of the impact activity(ies), the Contractor will identify subsequent activities on the critical path, with finish to start relationships that can be realistically adjusted to overlap using good, standard construction practice.
 - 1. If the adjustments above result in a completion date beyond the contract completion date, the delay shall be deemed excusable, and the contract completion date shall be extended by the number of days indicated by the analysis.
 - 2. Contractor agrees to continue to utilize its best efforts to make up the time caused by the delays. However, the Contractor is not expected to expend costs not contemplated in its contract, in making those efforts.
- (c) Questions of compensability of any delays shall be held until the actual completion of the project. If the actual substantial completion date of the project based on excusable delays, excluding allocated weather delays, exceeds the original contract completion date, AND there are no delays that are the responsibility of the contractor to consider, the delays days may be considered for equitable adjustment. In review of time extension requests for compensable days, the Owner will consider the actual number of weather days incurred.
- (d) Home office expenditures and staff are NOT compensable.

15. BUILDING SYSTEM COMMISSIONING

- a. Contractor shall provide all personnel and equipment required to complete the

commissioning activities referenced in the Commissioning Plan. The requirements of the commissioning plan shall be completed in their entirety before substantial completion and submitted as referenced in the Closeout Log. Contractor shall use all MU forms for commissioning which can be found at

<https://operations.missouri.edu/facilities/commissioning-forms>

- b. The contractor shall designate a competent person, separate from the superintendent or Project Manager, to act as the contractor's commissioning coordinator. The commissioning coordinator is responsible for planning, scheduling, coordinating, conducting and verifying all commissioning activities required by the commissioning plan and ensuring all building systems are complete, operable and ready for use by the Owner. At a minimum, building ventilation systems, chilled/hot water generation systems, hydronic distribution systems, power distributions systems and fire detection and alarm systems, as applicable.

16. WARRANTY WALKTHROUGH

- c. Contractor shall attend a walk-thru with the Owner at eleven (11) months after acceptance to review and document any warranty items to be addressed as part of the twelve (12) month warranty stated in article 3.1 of the General Conditions.

END OF SECTION

SECTION 1.E.3
SHOP DRAWING SUBMITTAL LOG

Section	Description	Contractor	Date Rec'd	#	Date Sent to Cons.	Date Ret'd	Remarks	Date Ret'd	Contractor	Owner	File
033511	Product Data										
033511	Maintenance Data										
061053	Product Data										
064113	Product Data										
064113	Shop Drawings										
064113	Samples										
092216	Product Data - For Each Product										
092216	Evaluation Reports										
092900	Product Data - For Each Product										
092900	Samples for Verification - Trim										
095113	Product Data - For Each Product										
095113	Samples for Verification										
095113	Product Test Reports										
095113	Evaluation Reports										
096513	Product Data - For Each Product										
096513	Samples for Verification										
096513	Product Schedule										
096813	Product Data - For Each Product										
096813	Shop Drawings										
096813	Samples										
096813	Qualification Data - Installer										
096813	Product Test Reports										
099123	Product Data										
099123	Samples										
099123	Product List										
101100	Product Data										
101100	Shop Drawings										
126100	Product Data - For Each Product										
126100	Shop Drawings										
126100	Samples										
230500	Product Data - For Each Product										
230529	Product Data - For Each Product										
230713	Product Data - For Each Product										
233113	Product Data and Shop Drawings										
233300	Product Data										
233713	Product Data - For Each Product										

Project: Gannett Hall - Rm 88 Fisher Auditorium Renovation
 Project Number: CP250041
 Contractor:

SECTION 1.E.3
SHOP DRAWING SUBMITTAL LOG

Section	Description	Contractor	Date Rec'd	#	Date Sent to Cons.	Date Ret'd	Remarks	Date Ret'd	Contractor	Owner	File
260500	Product Data										
260519	Product Data										
260526	Product Data										
260529	Product Data										
260533	Product Data										
260553	Product Data										
260923	Shop Drawings										
260923	Product Data										
262726	Product Data										
265119	Product Data										
270500	Product Data										
270526	Product Data										
270528	Product Data										

Project: Gannett Hall - Rm 88 Fisher Auditorium Renovation
 Project Number: CP250041
 Contractor:

SECTION 1.E.4
OPERATING INSTRUCTIONS AND SERVICE MANUAL LOG

Section	Description	Catalog Data	Wiring Diagrams	Installation Instructions	Service & Maintenance Instructions	Parts List & Availability	Performance Curves	Startup & Operating Instructions
095113	Acoustical Ceiling Tiles				X			
096813	Tile Carpeting				X			
098433	Sound Absorbing Wall Units				X			
098436	Sound Absorbing Ceiling Units				X			
101100	Visual Display Units				X			
126100	Fixed Audience Seating	X	X	X	X	X		X
260923	Lighting Control Devices	X			X	X		X
262726	Wiring Devices	X			X			
265119	LED Lighting	X			X			X

Project: Gannett Hall - Rm 88 Fisher Auditorium Renovation
 Project Number: CP250041
 Contractor:

SECTION 1.E.5
CLOSEOUT LOG

Section	Description	Contractor	Date Rec'd	#	CPM Initials	Remarks
GC 3.1	Contractor's Warranty					
GC 3.15	Record Drawings					
GC 3.16	Operating Instructions					
GC 3.16	Service Manuals					
GC 13.5.6	Final Affidavit of Supplier Diversity Participation for Each Diverse Firm					
COM1-5	Commissioning Checklist Documentation					
126100	Operation and Maintenance Procedures					
126100	Warranty					
230500	Common Work Results for Mechanical Record Drawings					
233100	Metal Ducts Field Quality Test Reports					
230593	Test-Adjust-Balance					
260923	Warranty					
260923	Operation and Maintenance Procedures					
265119	Operation and Maintenance Procedures					

CP250041 Gannett Hall Fisher Auditorium Renovation Commissioning Checklist

Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
Commissioning Items by CSI Division	Name	Firm			
1					
Building System Commissioning					
Commissioning Agent - Conduct pre-installation meetings per specifications.					Meeting Minutes <input checked="" type="checkbox"/>
92216					
Non-Structural Metal Framing					
Provide welder qualification report for each welder on site					Welder Qualifications <input checked="" type="checkbox"/>
95113					
Acoustical Panel Ceilings					
Complete all above ceiling inspections prior to installation of tiles					<input checked="" type="checkbox"/>
Perform Field Quality Control section of specifications					Test Report <input checked="" type="checkbox"/>
Provide Extra Material as specified					Transmittal <input checked="" type="checkbox"/>
96513					
Resilient Stair, Base and Accessories					
Provide Extra Material as specified					Transmittal <input checked="" type="checkbox"/>
96813					
Tile Carpeting					
Provide Extra Material as specified					Transmittal <input checked="" type="checkbox"/>

Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
Commissioning Items by CSI Division	Name	Firm			
98433					
Sound-Absorbing Wall Units					
Provide Extra Material as specified				Transmittal	<input checked="" type="checkbox"/>
98436					
Sound-Absorbing Ceiling Units					
Provide Extra Material as specified				Transmittal	<input checked="" type="checkbox"/>
99123					
Interior Painting					
Periodically Check Wet Film Thickness To Assure Conformance With Manufacturer's Requirements To Achieve Dry Film Thickness Per Field Quality Control section of spec.				field report	<input checked="" type="checkbox"/>
Provide Extra Material as specified				Transmittal	<input checked="" type="checkbox"/>
126100					
Fixed Auditorium Seating					
Perform Field Quality Control section of spec				Test Report	<input checked="" type="checkbox"/>
230500					
Common Work Results for HVAC					
Hold MEP pre-installation meeting(s).				Meeting Minutes	<input checked="" type="checkbox"/>
230593					
Testing, Adjusting, and Balancing for HVAC					
Hold Prebalancing conference				Meeting Minutes	<input checked="" type="checkbox"/>

Verified by:						
Commissioning Items by CSI Division	Name	Firm	Date compl	Coord Initial	Documentation Required	Owner Witness Required
Place outlet dampers in full open position						<input type="checkbox"/>
Provide a complete set of as-builts prior to testing						<input type="checkbox"/>
Supply control diagram					control diagram	<input type="checkbox"/>
Verify TAB Engineer notified of differences between design and installed equipment						<input type="checkbox"/>
230713						
Duct Insulation						
Perform Field Quality Control section of specifications					Test Report	<input checked="" type="checkbox"/>
Verify that duct systems are tested prior to insulating						<input type="checkbox"/>
233113						
Metal Ducts						
test for duct leakage. Ducts shall meet leakage requirement prior to testing and balancing. Leakage Class of 4					test report	<input checked="" type="checkbox"/>
233300						
Duct Accessories						
Demonstrate Proper Operation of All Fire Dampers per NFPA-90A.					Inspection report	<input checked="" type="checkbox"/>
260500						
Common Work Results for Electrical						
Verify that every penetration through fire walls (re: life safety plans) has been properly firestopped					certification	<input type="checkbox"/>

Commissioning Items by CSI Division		Verified by: Name	Firm	Date compl	Coord Initial	Documentation Required	Owner Witness Required
260519							
Low-Voltage Electrical Power Conductors and Cables							
Ensure wires are color coded per specifications							<input type="checkbox"/>
260526							
Grounding and Bonding for Electrical Systems							
Inspect grounding once installed.						Inspection report	<input checked="" type="checkbox"/>
260553							
Identification for Electrical Systems							
Verify all equipment, panels, conduits and conductors are correctly labeled.							<input type="checkbox"/>
260923							
Lighting Control Devices							
Perform tests as noted in "Field Quality Control" section of spec						field report	<input checked="" type="checkbox"/>
Provide factory training per Demonstration section of spec.						Sign in sheet	<input checked="" type="checkbox"/>
262726							
Wiring Devices							
Check all receptacles for proper operation							<input type="checkbox"/>
265119							
LED Interior Lighting							
Furnish Extra Material as specified						Transmittal	<input checked="" type="checkbox"/>

Verified by:						
Commissioning Items by CSI Division	Name	Firm	Date compl	Coord Initial	Documentation Required	Owner Witness Required
Illuminate emergency lights for 90 minutes on battery power.					Test Report	<input checked="" type="checkbox"/>
Illuminate exit lights for 90 minutes on battery power.					Test Report	<input checked="" type="checkbox"/>
Perform checks per "Field Quality Control" section of spec					Test Report	<input checked="" type="checkbox"/>
270526						
Grounding and Bonding for Communications Systems						
Perform checks per "Field Quality Control" section of spec					Test Report	<input checked="" type="checkbox"/>

Please see following website for suggested commissioning forms:

<https://operations.missouri.edu/facilities/commissioning-forms>

Construction Management Checklist for Energizing Utilities

(Contractor to initial each item upon completion and provide completed form to the Owner's Representative prior to energizing utility)

AM #1

Water – turned on to the first valve past Energy Management's last valve.

- ☐ Review all piping and equipment being turned on for proper installation and completed testing.
- ☐ Insulation installed (preferred but not required)
- ☐ Meter properly installed, working, and in readable location.
- ☐ Contractor has swabbed out with chlorine all piping from the backflow preventer to the source while installing.
- ☐ All bacteriological tests have been completed and passed.
- ☐ Backflow preventer installed and tested. (will need water pressure to test)
- ☐ Pressure test completed in piping being turned on.
- ☐ Contractor has method to communicate "Services On" to other contractor personnel and Owner's personnel.
- ☐ Consultant has signed off

Steam – turned on to the first valve past Energy Management's last valve.

- ☐ Review all piping, equipment, valves, reducing stations, relief valves, etc. for proper installation and complete testing.
- ☐ Piping protected from the weather.
- ☐ Insulation must be installed.
- ☐ All hangers and bolts have been installed.
- ☐ Meter installed, working and in readable location. (Don't need metasys to turn on.)
- ☐ All needed traps are installed and able to be tested as they are turned on.
- ☐ Condensate system is installed and operating including the pumping system.
- ☐ Pressure test completed in piping being turned on.
- ☐ Contractor has method to communicate "Services On" to other contractor personnel and Owner's personnel.
- ☐ Consultant has signed off

Condensate – turned on to the first valve past Energy Management's last valve.

- ☐ Review all piping and equipment being turned on for proper installation and completed testing.
- ☐ Piping protected from the weather.
- ☐ Insulation installed (preferred but not required)
- ☐ Pressure test completed in piping being turned on.
- ☐ Contractor has method to communicate "Services On" to other contractor personnel and Owner's personnel.
- ☐ Consultant has signed off

Electric – turned on to the first breaker past 13.8kV transformer.

- ☐ Review all wiring and equipment being turned on for proper installation and completed testing
- ☐ GFCI set and tested.
- ☐ Breakers set and tested.
- ☐ All needed permanent grounds are installed.
- ☐ Meter installed, working and in readable location.
- ☐ Main switchgear protected from the weather.
- ☐ Contractor has method to communicate "Services On" to other contractor personnel and Owner's personnel.
- ☐ Consultant has signed off

Chilled Water – turned on to the first valve inside of building.

- ☐ Review all piping and equipment being turned on for proper installation and completed testing.
- ☐ Pressure test completed in piping being turned on.
- ☐ Insulation must be installed.
- ☐ Meter installed, working and connected to Metasys.
- ☐ Building pump and automatic isolation/control valve must be installed and under control.
- ☐ If chillers are installed, automatic loop pump isolation must be installed.
- ☐ Control valves must be installed and automatically controlled on all loads.
- ☐ Contractor has method to communicate "Services On" to other contractor personnel and Owner's personnel.
- ☐ Consultant has signed off

SECTION 1.F

INDEX OF DRAWINGS

Drawings referred to in and accompanying this Project Manual consist of the following sheets dated 04/21/2025.

Sheet 1 of 12: A000 COVER

Sheet 2 of 12: A200 DEMOLITION & CODE PLANS

Sheet 3 of 12: A300 OVERALL NC PLANS

Sheet 4 of 12: A400 ELEVATIONS & SECTIONS

Sheet 5 of 12: A900 INTERIOR DETAILS

Sheet 6 of 12: ME100 MECHANICAL & ELECTRICAL SYMBOLS AND ABBREVIATIONS

Sheet 7 of 12: ME300 MECHANICAL & ELECTRICAL - SCHEDULES AND DETAILS

Sheet 8 of 12: DM100 DEMOLITION HVAC PLANS

Sheet 9 of 12: M100 OVERALL NC HVAC PLANS

Sheet 10 of 12: DE100 DEMOLITION ELECTRICAL PLANS

Sheet 11 of 12: E100 OVERALL NC ELECTRICAL PLANS

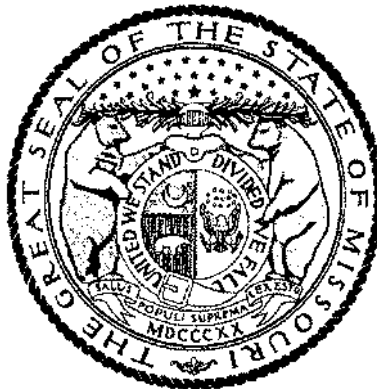
Sheet 12 of 12: E300 ELECTRICAL SCHEDULES AND DETAILS.

END OF SECTION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 010
BOONE 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

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.30
Boilermaker	\$32.35*
Bricklayer-Stone Mason	\$55.22
Carpenter	\$51.42
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$45.65
Plasterer	
Communication Technician	\$57.87
Electrician (Inside Wireman)	\$58.36
Electrician Outside Lineman	\$32.35*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$32.35*
Glazier	\$65.64
Ironworker	\$69.98
Laborer	\$43.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$59.96
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.79
Plumber	\$72.46
Pipe Fitter	
Roofer	\$55.00
Sheet Metal Worker	\$58.29
Sprinkler Fitter	\$65.10
Truck Driver	\$32.35*
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
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$63.45
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$80.19
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.35
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.32
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$32.35*
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 1.H

ALTERNATES

Base Bid may be increased in accordance with following Additive Alternate proposal(s) as Owner may elect:

- A. Alternate No. 1: Auditorium Center Ceiling and Light Fixtures - Remove existing metal ceiling, light fixtures, and perimeter and replace with new pendent lighting, and acoustical panels. Paint all previously unexposed areas above including ductwork and bar joists. New light fixtures and control per electrical drawings.

END OF SECTION

SECTION 033511- CONCRETE FLOOR FINISHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface treatments for concrete floors and slabs as indicated on finish schedule.
 - 1. Concrete including formwork, reinforcement, concrete materials, mixture design, placement procedures, initial finishing, and curing is specified in Section 033000 "Cast-in-Place Concrete."
- B. Related Requirements
 - 1. Section 033000 - Cast-in-Place Concrete: Finishing of concrete surface to tolerance; floating, troweling, curing and similar operations.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with concrete floor placement and concrete floor curing.

1.4 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's published data on each finishing product, including information on compatibility of different products and limitations.
- C. Maintenance Data: Provide data on maintenance and renewal of applied finishes.

1.5 FIELD CONDITIONS

- A. Maintain light level equivalent to a minimum 200 W light source at 8 feet above the floor surface over each 20 foot square area of floor being finished.
- B. Do not finish floors until interior heating system is operational.
- C. Maintain ambient temperature of 50 degrees F minimum.

PART 2 - PRODUCTS

2.1 CONCRETE FLOOR FINISH APPLICATIONS

- A. **SC-1:** water-based sealer: Unless otherwise indicated, all concrete floors not receiving other coverings or treatment are to be finished using liquid SC-1 sealer.

2.2 SEALERS

- A. **SC-1:** Liquid transparent, chemically reactive, water-based sealer: Penetrating chemical compound that reacts with concrete, filling the pores and dustproofing; for application to concrete prior to set. Minimum one coat required, comply with manufacturer's minimum number of coats.
 - 1. Composition: Sodium silicate.
 - 2. Products:
 - a. CureCrete Chemicals, Inc.; Ashford Formula
 - b. L&M Construction Chemicals, Inc.; Chem-Hard: www.lmcc.com.
 - c. W.R. Meadows, Inc; Liqui-Hard: www.wrmeadows.com.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that floor surfaces are acceptable to receive the work of this section.
- B. Verify that flaws in concrete have been patched and joints filled with methods and materials suitable for further finishes.

3.2 GENERAL

- A. Apply materials in accordance with manufacturer's instructions.

3.3 PREPARATION

- A. Surface to be treated must be clean, dry and well cured.
 - 1. Remove dirt, oil, grease, paint, waxes, with cleaners.
 - 2. Remove efflorescence and surface sealers with manufacturer's recommended stripping materials.

3.4 COATING APPLICATION

- A. Verify that surface is free of previous coatings, sealers, curing compounds, water repellents, laitance, efflorescence, fats, oils, grease, wax, soluble salts, residues from cleaning agents, and other impediments to adhesion.
- B. Verify that water vapor emission from concrete and relative humidity in concrete are within limits established by coating manufacturer.
- C. Protect adjacent non-coated areas from drips, overflow, and overspray; immediately remove excess material.
- D. Apply coatings in accordance with manufacturer's instructions.
- E. Application:
 - 1. SC-1: apply minimum of one coat using methods recommended by manufacturer.

END OF SECTION 033511

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Fire retardant treated wood blocking, nailers or furring.
 - 2. Fire retardant plywood backing panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 - 2. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 - 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Fire-retardant-treated wood.
 - 2. Power-driven fasteners.
 - 3. Post-installed anchors.
 - 4. Metal framing anchors.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 FIRE-RETARDANT-TREATED MATERIALS

- A. General: **Only fire-retardant-treated materials are to be used on this project.** Materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Treatment shall not promote corrosion of metal fasteners.
 - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

2.2 DIMENSION LUMBER FRAMING

- A. Other Framing: No. 2 Construction or No. 2 grade of any of the following species:
 - 1. Southern pine; SPIB.
 - 2. Douglas fir-larch; WCLIB or WWP.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide fire retardant treated miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Furring.
- B. Concealed Boards: 19 percent maximum moisture content of any of the following species and grades:
 - 1. Mixed southern pine or southern pine, No. 2 grade; SPIB.
 - 2. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
 - 3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.4 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Only fire-retardant-treated materials are to be used on this project. Materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Use treatment that does not promote corrosion of metal fasteners.
 - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201/D 3201M at 92 percent relative humidity. Use where exterior type is not indicated.
 - 3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified.
- C. Kiln-dry material after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
- E. Application: Treat all plywood unless otherwise indicated.
 - 1. Subflooring and underlayment for raised platforms.

2.5 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.
 - 1. Plywood shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
- B. Screws for Fastening to Metal Framing: ASTM C 954, length as recommended by screw manufacturer for material being fastened.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 as appropriate for the substrate.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring to Concrete: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 - 1. Adhesives shall have a VOC content of 70 g/L or less.
 - 2. Adhesives shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- E. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. "Fastening Schedule," in ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
 - 1. Application: Provide blocking at the following wall locations as a minimum:
 - a. Cabinets.
 - b. Countertop support wall brackets.
 - c. TV Monitor Supports.
 - d. Wall-mounted door stops.
 - e. Signage - whether within this contract or provided by owner
 - f. Display Rails, marker boards, and other visual display items.
 - 2. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- B. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 WOOD FURRING INSTALLATION

- A. Use only fire retardant treated wood. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-2-inch minimum nominal-size furring at o.c.
- C. Provide fire blocking in wood furred spaces as follows:
 - 1. Fire block furred spaces of walls at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.

END OF SECTION 061053

SECTION 064113 - ARCHITECTURAL CABINETS AND FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Shop finishing of architectural wood products.
 - 2. Wood furring, blocking, shims, and hanging strips for installing architectural wood cabinets unless concealed within other construction before cabinet installation.
- B. Related Requirements:
 - 1. Section 055000 "Metal Fabrications" for miscellaneous steel framing.
 - 2. Section 061053 "Miscellaneous Rough Carpentry" for furring and blocking.

1.3 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that items specified herein can be supported and installed as indicated.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product, including panel products, cabinet hardware and accessories, and finishing materials and processes.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Show details full size.
 - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 3. Show locations and sizes of cutouts and holes for electrical switches and outlets, and other items installed in architectural wood cabinets.
 - 4. Show veneer leaves with dimensions, grain direction, exposed face, and identification numbers indicating the flitch and sequence within the flitch for each leaf.
- C. Samples for Initial Selection:
 - 1. Shop-applied transparent finishes.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets or woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 43 and 70 percent during the remainder of the construction period.
- C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurements on Shop Drawings.

- D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.9 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that wood-veneer-faced architectural cabinets can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
 - 1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches (75 mm) wide.
 - 2. Wood Moisture Content: 8 to 13 percent.

2.2 INTERIOR TRIM

- A. Grade: Custom.
- B. Hardwood Lumber Trim for (Stain or Clear Finish):
 - 1. Species: White Oak
 - 2. Moisture Content: maximum 10 percent.
 - 3. Finger Jointing: Not allowed.
 - 4. Gluing for Width: Use for lumber trim wider than 6 inches.
 - 5. Face Surface: Surfaced (smooth)
 - 6. Matching: Selected for compatible grain and color.
 - 7. Finish as indicated on drawings.

2.3 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: softwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide z-clips or other panel hanger clips as recommended by manufacturer and approved by Architect.

2.4 FABRICATION

- A. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
 - 1. Corners of Wood Cap: 1/16 inch (1.5 mm) unless otherwise indicated.
- B. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
 - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Sand edges of cutouts to remove splinters and burrs.

2.5 SHOP FINISHING

- A. General: Finish architectural wood cabinets at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- B. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing as applicable to each unit of work.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition wood to average prevailing humidity conditions in installation areas.

- B. Before installing, examine shop-fabricated work for completion and complete work as required, including removal of packing.

3.2 INSTALLATION

- A. Grade: Install to comply with same grade as item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.
- C. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.
 - 1. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are applied in shop.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective wood caps, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064113

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Non-load-bearing steel framing systems for interior partitions.
 - 2. Suspension systems for interior gypsum ceilings, and grid systems.
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for blocking and plywood panels inserted into wall assemblies.

1.3 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. Design framing systems in accordance with American Iron and Steel Institute Publication "S220 - North American Standard for Cold-Formed Steel Framing - Nonstructural Members", except as otherwise shown or specified.
- C. Horizontal Deflection: For wall assemblies, limited to 1/240 of the wall height based on horizontal loading of 5 lbf/sq. ft..

2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653/A 653M, G40, hot-dip galvanized unless otherwise indicated.
- B. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
 - 1. Depth: 1-1/2 inches.
 - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.
- C. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base-Metal Thickness: 0.027 inch.
 - 2. Depth: As indicated on Drawings.

2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.
- B. Hanger Attachments to Concrete:
 - 1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
 - a. Type: Postinstalled, chemical anchor or Postinstalled, expansion anchor.
 - 2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- D. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Armstrong World Industries, Inc.; Drywall Grid System.

- b. Chicago Metallic Corporation; Drywall Grid System.
- c. USG Corporation; Drywall Suspension System.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
 - 2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
- B. Direct Furring:
 - 1. Screw to wood or metal framing.
 - 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- C. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Hangers: 48 inches o.c.
 - 2. Carrying Channels (Main Runners): 48 inches o.c.
 - 3. Furring Channels (Furring Members): 16 inches o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

- a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
- 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
- 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
- 5. Do not attach hangers to steel roof deck.
- 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
- 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
- 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - Interior ceiling gypsum board.
 - Interior gypsum board.
 - Gypsum board reveals.
- B. Related Requirements:
 - Section 092216 "Non-Structural Metal Framing" for suspension systems that support gypsum board panels.

1.3 ACTION SUBMITTALS

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

1.4 QUALITY ASSURANCE

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

1.5 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PANELS, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - American Gypsum Co.
 - G-P Gypsum.
 - Lafarge North America Inc.
 - National Gypsum Company.
 - USG Corporation.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M
Basis of Design: USG Ecosmart Panels Firecode X
Thickness: 5/8 inch.
Long Edges: Tapered.
- C. Ceiling Type: Manufactured to have more sag resistance than regular-type gypsum board.

Thickness: 1/2 inch.

1. Long Edges: Tapered.
- D. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces.
1. Core: 5/8 inch, Type X.
Long Edges: Tapered.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
Shapes:
Cornerbead.
LC-Bead: J-shaped; exposed long flange receives joint compound.
L-Bead: L-shaped; exposed long flange receives joint compound.
U-Bead: J-shaped; exposed short flange does not receive joint compound.
Expansion (control) joint.
Curved-Edge Cornerbead: With notched or flexible flanges.
- B. Reveals: Fry Reglet DRMZ-625-25, clear anodized, locations as indicated on drawings.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
1. Interior Gypsum Wallboard: Paper.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: Where required for fire-resistance-rated assembly and all vertical surfaces, unless otherwise indicated.
 - 2. Ceiling Type: Ceiling surfaces.
 - 3. Moisture- and Mold-Resistant Type: In the bathrooms, break room, janitor's closet, and on the interior face of all exterior walls that receive a gypsum board finish.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
 - 1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
 - 2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
 - 3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
 - 4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.
- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings and according to ASTM C 840 and in specific locations approved by Architect for visual effect. Control joints shall be no more than 30'-0 max. distance apart horizontal and 15'-0 max. distance apart vertical. Architect to verify locations.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. U-Bead: Use at exposed panel edges.
 - 3. Reveals: Use as indicated on drawings.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
 - B. Prefill open joints and damaged surface areas.
 - C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
 - D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - a. Concealed areas may include areas where permanent equipment blocks view. Does not include areas concealed by other finishes.
 - Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
- Primer and its application to surfaces are specified in other Division 09 Sections.

3.6 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 09 5113 – ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Acoustical panels and exposed suspension systems for ceilings.

1.3 RELATED SECTIONS

- A. Section 079200 - Joint Sealants.
- B. Section 23 3713 - Diffusers, Registers, and Grilles
- C. Section 28 4623 - Fire Alarm Notification Appliances
- D. Section 21 1313 - Wet Pipe Fire Protection System.
- E. Section 26 5100 - Interior Lighting.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:
 - 1. Acoustical Panels: Set of 6-inch- (150-mm-) square; Samples of each type, color, pattern, and texture.
 - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- (150-mm-) long Samples of each type, finish, and color.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Ceiling suspension-system members.
 - 2. Structural members to which suspension systems will be attached.
 - 3. Method of attaching hangers to building structure.
 - 4. Size and location of initial access modules for acoustical panels.
 - 5. Items penetrating finished ceiling and ceiling-mounted items including the following:
 - a. Lighting fixtures.
 - b. Diffusers.
 - c. Grilles.
 - d. Speakers.
 - e. Sprinklers.
 - f. Access panels.
 - g. Perimeter moldings.
- B. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Units: Full-size panels equal to 2 percent of quantity installed.
 - 2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS, GENERAL

- A. Source Limitations:
 - 1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
 - 2. Suspension System: Obtain each type from single source from single manufacturer.

2.2 ACOUSTICAL PANELS - NOTE: REFER TO FINISH MATERIAL LEGEND FOR CURRENT INFORMATION

- A. Manufacturers: Subject to compliance with requirements, provide the following products or as otherwise indicated on Material Legend on Drawings.
 - 1. **ACT-1:** Basis of Design Manufacturer: Armstrong; alternate products meeting technical requirements below may be submitted for approval.
 - a. Product: Ultima Square
 - b. Style / color: 1910 / White
 - c. Mineral Fiber-Core / Fine Texture
 - d. Size: 24" X 24" x 3/4"
 - e. Square
 - f. NRC: 0.75
 - g. CAC: 35
 - h. Light Reflectance: 0.88
 - i. 15/16" grid

2.3 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
 - 1. High-Humidity Finish: Comply with ASTM C 635/C 635M requirements for "Coating Classification for Severe Environment Performance" at high-humidity areas including locker rooms.
- B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
 - 1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated,
- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 - 2. Size: Select wire diameter so its stress at three times hanger design load
- D. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Acoustical Sealant: As specified in Section 079219 "Acoustical Joint Sealants."

2.4 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILINGS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Material Legend on Drawings or approved alternate products by the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corp.
 - 3. Chicago Metallic Corporation.
 - 4. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Armstrong World Industries, Inc. 15/16" Narrow Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 15/16-inch wide metal caps on flanges
- C. Color: White

2.5 METAL EDGE MOLDINGS AND TRIM FOR ACOUSTICAL PANEL CEILINGS

- A. Provide product indicated on Drawings by one of the following:
 - 1. Armstrong World Industries, Inc.

2. CertainTeed Corp.
 3. Chicago Metallic Corporation.
 4. Fry Reglet Corporation.
 5. Gordon, Inc.
 6. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- E. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 2. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform the following tests and inspections of completed installations of acoustical panel ceiling hangers and anchors and fasteners in successive stages. Do not proceed with installations of acoustical panel ceiling hangers for the next area until test results for previously completed installations show compliance with requirements.
 1. Extent of Each Test Area: When installation of ceiling suspension systems on each floor has reached 20 percent completion but no panels have been installed.
 - a. Within each test area, testing agency will select one of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf

of tension; it will also select one of every two postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf of tension.

- b. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.
- C. Acoustical panel ceiling hangers and anchors and fasteners will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 5113

SECTION 09 6513 – RESILIENT STAIR, BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 Related Documents

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient base.
 - 2. Resilient molding accessories.
 - 3. Stair nosing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches 300 mm long.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F 21 deg C or more than 95 deg F 35 deg C, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F 13 deg C or more than 95 deg F 35 deg C.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 RESILIENT BASE - RB-1

- A. Resilient Base:
 - 1. Roppe Inc, Pinnacle Rubber Base Standard Toe
- B. Resilient Base Standard: ASTM F 1861.
 - 1. Material Requirement: Type TS (rubber, vulcanized thermoset).
 - 2. Style: Cove base with toe.
- C. Minimum Thickness: 0.125 inch.
- D. Height: 4 inches.
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Job formed.
- G. Inside Corners: Job formed.
- H. Color: as indicated on Material Legend in Drawings.

2.2 RUBBER MOLDING ACCESSORY

- A. Roppe Stair Nosing / Transition
 - 1. **RT-1:** #16 Double Flange Carpet Stair Nosing, or as otherwise indicated on drawings.
 - 2. **RT-2:** #13 Single Flange Carpet Stair Nosing, or as otherwise indicated on drawings.
 - 3. **RT-3:** #38 Glue Down Carpet Edge, or as otherwise indicated on drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- C. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches 76 mm in length.
 - a. Form without producing discoloration (whitening) at bends.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches 76 mm in length.
 - a. Miter corners to minimize open joints.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum horizontal surfaces thoroughly.
 - 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 09 6513

SECTION 09 6813 - TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Modular Carpet tile.
- B. Related Requirements:
 - 1. Section 09 6513 "Resilient Base and Accessories" and Section 096519 "Resilient Tile Flooring" for resilient wall base and accessories installed with carpet tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include manufacturer's written installation recommendations for each type of substrate.
- B. Shop Drawings: For carpet tile installation, showing the following:
 - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
 - 2. Carpet tile type, color, and dye lot.
 - 3. Type of subfloor.
 - 4. Type of installation.
 - 5. Pattern of installation.
 - 6. Pattern type, location, and direction.
 - 7. Pile direction.
 - 8. Type, color, and location of insets and borders.
 - 9. Type, color, and location of edge, transition, and other accessory strips.
 - 10. Transition details to other flooring materials.
- C. Samples for Verification: Actual sample of finished products for each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet Tile: Full-size Sample.
- D. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- B. Qualification Statements: For Installer.
- C. Sample Warranties: For carpet tile.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials, from the same production run, to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but no fewer than 10 full-size units.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is certified by the International Certified Floorcovering Installers Association at the Master II certification level.

1.8 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.

- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended in writing by carpet tile manufacturer.

1.9 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, abuse, or others listed in Manufacturer's warranty literature.
 - 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent loss of face fiber, edge raveling, snags, and runs.
 - b. Loss of tuft-bind strength.
 - c. Excess static discharge.
 - d. Delamination.
 - e. Dimensional instability.
 - 3. Warranty Period: Limited Lifetime from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE MATERIALS

- A. **CPT-1 Carpet Tile**
 - 1. Manufacturer: Mohawk
 - 2. Type: Biotope
 - 3. Color: Morel
 - 4. Content: Duracolor Tricolor Premium Nylon
 - 5. Dye Method: 100% Solution Dyed
 - 6. Backing: EcoFlex ONE
 - 7. Size: 12 inch x 36 inch
 - 8. Pattern: per drawings

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended in writing by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive types to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and that are recommended in writing by carpet tile manufacturer for releasable installation.
- C. Metal Edge/Transition strips: Extruded aluminum with mill finish of profile and width shown, or height required to protect exposed edge of carpet, and maximum lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 - 2. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet tile.
 - 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
 - 4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - 5. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - 6. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.

7. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2 "Site Conditions; Floor preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, in accordance with manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions for preparing substrates.
- B. Installation Pattern: Refer to Material Legend method.
- C. Installation Method: As recommended in writing by carpet tile manufacturer, Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- D. Maintain dye-lot integrity. Do not mix dye lots in same area.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended in writing by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 1. Remove excess adhesive and other surface blemishes using cleaner recommended in writing by carpet tile manufacturer.
 2. Remove yarns that protrude from carpet tile surface.
 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 13.7.
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 09 6813

SECTION 098433 - SOUND-ABSORBING WALL UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes shop-fabricated, acoustical panel units tested for acoustical performance, including the following:
 - 1. Acoustical wall panels.

1.3 DEFINITIONS

- A. NRC: Noise Reduction Coefficient.
- B. SAA: Sound Absorption Average.

1.4 ACTION SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Independent testing agency test reports.
- B. Shop Drawings: For unit assembly and installation.
 - 1. Include plans, elevations, sections, and mounting devices and details.
 - 2. Include direction of fabric weave and pattern matching.
- C. Samples for Verification: For the following products:
 - Fabric: Full-width by approximately 36-inch-long Sample, but not smaller than required to show complete pattern repeat, from dye lot to be used for the Work, and with specified treatments applied. Mark top and face of fabric.
 - 1. Core Material: 12-inch- square Sample at corner.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Elevations and other details, drawn to scale.
- B. Product Certificates: For each type of unit.
- C. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of unit to include in maintenance manuals. Include fabric manufacturers' written cleaning and stain-removal instructions.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fabric: For each fabric, color, and pattern installed, provide length equal to **10** percent of amount installed, but no fewer than 10 sq. yd. full width of bolt.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with fabric and unit manufacturers' written instructions for minimum and maximum temperature and humidity requirements for shipment, storage, and handling.
- B. Deliver materials and units in unopened bundles and store in a temperature-controlled dry place with adequate air circulation.
- C. Do not stand panels on end.
- D. Protect edges from damage.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install panels until wet work, such as concrete and plastering, is complete; the building is enclosed; and the temperature and relative humidity are stabilized at 60 – 80 degrees F (16 – 27 degrees C) and 40% to 50% respectively, by the building HVAC system. Use of propane heaters in areas with acoustic panels can cause chemical reactions with resin spots causing them to become visible through the face of the panels. Do not use propane heaters in areas where panels are installed.
- B. Air-Quality Limitations: Protect units from exposure to airborne odors, such as tobacco smoke, and install units under conditions free from odor contamination of ambient air.

- C. Field Measurements: Verify unit locations and actual dimensions of openings and penetrations by field measurements before fabrication, and indicate them on Shop Drawings.

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace units and components that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to the following:
 - a. Acoustical performance.
 - b. Fabric sagging, distorting, or releasing from panel edge.
 - c. Warping of core.
 - 2. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design manufacturer: G&S Acoustics

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: Units shall comply with "Surface-Burning Characteristics" or "Fire Growth Contribution" Subparagraph below, or both, as determined by testing identical products by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - 1. Surface-Burning Characteristics: Comply with ASTM E 84 or UL 723; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 75 or less.
 - 2. Fire Growth Contribution: Comply with acceptance criteria of local code and authorities having jurisdiction when tested according to NFPA 265 Method B Protocol or NFPA 286.

2.3 SOUND-ABSORBING WALL UNITS

- A. Sound-Absorbing Wall Panel **AWP-1, AWP-2**: Manufacturer's standard panel construction.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide the following or comparable product:
 - a. G&S Acoustics, Acousti-Panels (AP)
 - b. Size: as noted on drawings
 - c. Refer to drawings for locations and quantities.
 - 2. Facing Material & Color:
 - a. AWP-1, Designtex Sidetrack Oat
 - b. AWP-2, Designtex Sidetrack Marigold
 - c. AWP-3, Designtex Sidetrack Dove
 - d. AWP-4, Designtex Sidetrack Charcoal
 - 3. Mounting: Manufacturer's standard, Angled Impaling Clip with adhesive.
 - 4. Core: 6-7 pcf fiberglass with chemically hardened edges, seamless finish material wrapped and bonded to back side of panels.
 - 5. Acoustical Performance: Sound absorption NRC of 0.85.
 - 6. Nominal Panel Thickness: 1".

2.4 MATERIALS

- A. Facing Material: Fabric from same dye lot; color and pattern as indicated by manufacturer's designations.

2.5 FABRICATION

- A. Standard Construction: Use manufacturer's standard construction unless otherwise indicated; with facing material applied to face, edges, and back border of dimensionally stable core; and with rigid edges to reinforce panel perimeter against warpage and damage.
- B. Facing Material: Apply fabric facing fully covering visible surfaces of unit; with material stretched straight, on the grain, tight, square, and free from puckers, ripples, wrinkles, sags, blisters, seams, adhesive, or other visible distortions or foreign matter.
 - 1. Square Corners: Tailor corners.
 - 2. Fabrics with Directional or Repeating Patterns or Directional Weave: Mark fabric top and attach fabric in same direction so pattern or weave matches in adjacent units.
- C. Dimensional Tolerances of Finished Units: Plus or minus 1/16 inch for the following:
 - 1. Thickness.
 - 2. Edge straightness.
 - 3. Overall length and width.
 - 4. Squareness from corner to corner.

5. Chords, radii, and diameters.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine fabric, fabricated units, substrates, areas, and conditions for compliance with requirements, installation tolerances, and other conditions affecting unit performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install units in locations indicated. Unless otherwise indicated, install units with vertical surfaces and edges plumb, top edges level and in alignment with other units, faces flush, and scribed to fit adjoining work accurately at borders and at penetrations.
- B. Comply with manufacturer's written instructions for installation of units using type of mounting devices indicated. Mount units securely to supporting substrate.
- C. Align fabric pattern and grain with adjacent units.

3.3 INSTALLATION TOLERANCES

- A. Variation from Plumb and Level: Plus or minus 1/16 inch in 48 inches , noncumulative.
- B. Variation of Joint Width: Not more than 1/32-inch variation from hairline in 48 inches , noncumulative.

3.4 CLEANING

- A. Clip loose threads; remove pills and extraneous materials.
- B. Clean panels on completion of installation to remove dust and other foreign materials according to manufacturer's written instructions.

END OF SECTION

SECTION 098436 - SOUND-ABSORBING CEILING UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes shop-fabricated, acoustical panel units tested for acoustical performance, including the following:
 - 1. Sound-absorbing ceiling panels.

1.3 DEFINITIONS

- A. NRC: Noise Reduction Coefficient.
- B. SAA: Sound Absorption Average.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For unit assembly and installation.
 - 1. Include reflected ceiling plans, elevations, sections, and mounting devices and details.
 - 2. Include details at joints and corners, and details at ceiling intersections and intersections with walls. Indicate panel edge profile and core materials.
- C. Samples for Initial Selection: For each type of fabric facing.
 - 1. Include Samples of hardware and accessories involving color or finish selection.
- D. Samples for Verification: For each product.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Electrical outlets.
 - 2. Suspended ceiling components above ceiling units.
 - 3. Structural members to which suspension devices will be attached.
 - 4. Items penetrating or covered by units including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Alarms.
- B. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of unit to include in maintenance manuals. Include manufacturers' written cleaning and stain-removal instructions.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Sound-absorbing ceiling panels: Full-size panels equal to 2 percent of quantity installed.
 - 2. Mounting Devices: Full-size units equal to 5 percent of amount installed, but no fewer than five devices.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with fabric and unit manufacturers' written instructions for minimum and maximum temperature and humidity requirements for shipment, storage, and handling.
- B. Deliver materials and units in unopened bundles and store in a temperature-controlled dry place with adequate air circulation.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install units until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work at and above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Lighting: Do not install units until a lighting level of not less than 50 fc is provided on surfaces to receive the units.
- C. Air-Quality Limitations: Protect units from exposure to airborne odors, such as tobacco smoke, and install units under conditions free from odor contamination of ambient air.

- D. Field Measurements: Verify unit locations and actual dimensions of openings and penetrations by field measurements before fabrication, and indicate them on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design manufacturer: MDC, Zintra Shapes

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: Units shall comply with "Surface-Burning Characteristics" or "Fire Growth Contribution" Subparagraph below, or both, as determined by testing identical products by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - 1. Surface-Burning Characteristics: Comply with ASTM E 84 or UL 723; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: Class A according to ASTM E 1264.
 - b. Flame-Spread Index: 25 or less.
 - c. Smoke-Developed Index: 450 or less.
 - 2. Fire Growth Contribution: Comply with acceptance criteria of local code and authorities having jurisdiction when tested according to NFPA 286.

2.3 SOUND-ABSORBING CEILING UNITS – ACP-1

- A. Sound-Absorbing Ceiling Panel ACP-1: Manufacturer's standard panel construction consisting of facing material.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. MDC, Zintra Shapes
 - 2. Panel Shape: Large Rectangle
 - 3. Mounting: Hanger bolt and threaded rod per manufacturer standard installation with pre-installed L angle attached to ceiling panel.
 - 4. Layout: As indicated on drawings.
 - 5. Content: 100% Polyester
 - 6. Color: As indicated on drawings.
 - 7. Nominal Thickness: 1 inch.
 - 8. Panel Width: 48 inches.
 - 9. Panel Length: 108 inches.
- A. Mounting Devices: Concealed on top edge of unit, recommended by manufacturer to support weight of unit.
 - 1. Channel and threaded rod system with pre-installed L angle.

1.2 FABRICATION

- A. Standard Construction: Use manufacturer's standard construction unless otherwise indicated, with facing material applied to face, edges, and back border of dimensionally stable core and with rigid edges to reinforce panel perimeter against warpage and damage.
- B. Dimensional Tolerances of Finished Units: Plus or minus 1/16 inch for the following:
 - 1. Thickness.
 - 2. Edge straightness.
 - 3. Overall length and width.
 - 4. Squareness from corner to corner.
 - 5. Chords, radii, and diameters.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Examine fabric, fabricated units, substrates, areas, and conditions for compliance with requirements, installation tolerances, and other conditions affecting unit performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

2.2 INSTALLATION

- A. Install units in locations indicated. Unless otherwise indicated, install units with edges in alignment with walls and other units, faces flush, and scribed to fit adjoining work accurately at borders and at penetrations.
- B. Comply with manufacturer's written instructions for installation of units using type of mounting devices indicated. Mount units securely to supporting substrate.

2.3 INSTALLATION TOLERANCES

- A. Variation from Alignment with Surfaces: Plus or minus 1/16 inch in 48 inches, noncumulative.
- B. Variation from Level or Slope: Plus or minus 1/8 inch.

2.4 CLEANING

- A. Clip loose threads; remove pills and extraneous materials.
- B. Clean panels on completion of installation to remove dust and other foreign materials according to manufacturer's written instructions.

END OF SECTION

SECTION 09 9123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Steel
 - 2. Concrete
 - 3. Concrete Masonry Units
 - 4. Galvanized Metals (if specifically called out to be painted)\
 - 5. Aluminum (not anodized or otherwise to be coated).
 - 6. Gypsum board.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint Products: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Sherwin Williams
 - 1. Sherwin-Williams
 - 2. Behr Process Corporation.
 - 3. Benjamin Moore & Co.
 - 4. Kwal Paint; Comex Group.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

2.3 PAINT SYSTEMS - INTERIOR AREAS

- A. Ferrous Metals, Primed, Latex, 2 Coat: For shop primed substrates with acceptable primer.
 1. Touch-up with primer: Sherwin Williams Pro Cryl Universal Waterbased Primer.
 2. Semi-gloss: Two coats of Sherwin Williams Pro Industrial High performance acrylic semi-gloss.
- B. Galvanized Metals, Latex, 3 Coat:
 1. One coat of galvanize primer: Sherwin Williams Pro Cryl Universal Waterbased Primer.
 2. Semi-gloss: Two coats of Sherwin Williams Pro Industrial High performance acrylic semi-gloss.
- C. Gypsum Board, Semi-gloss Latex, 3 Coat: Semi-Gloss
 1. One coat of Sherwin Williams **Tuff Surface** Acrylic Primer/Surfacer.
 2. Two coats of Pro Industrial High Performance Acrylic - Semi-Gloss.
- D. Gypsum Board, Egg-shell Latex, 3 Coat: Egg-Shell
 1. One coat of Sherwin Williams **Tuff Surface** Acrylic Primer/Surfacer.
 2. Two coats of Sherwin Williams Pro Industrial High Performance Acrylic Egg-shell.
- E. Gypsum Board: Epoxy 3 Coat semi-gloss
 1. Primer: Sherwin Williams **Tuff Surface** Acrylic Primer/Surfacer. VOC < 50 g/L
 2. Two coats: Pro Industrial Water Based Pre-catalyzed Water Based Epoxy, Semi-gloss VOC <135 g/L.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Concrete: 12 percent.
 2. Masonry (Clay and CMUs): 12 percent.
 3. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
 1. SSPC-SP 2.
 2. SSPC-SP 3.
 3. SSPC-SP 7/NACE No. 4. "Brush-off Blast Cleaning."
 4. SSPC-SP 11., "Power Tool Cleaning to Bare Metal."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire-Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards and switch gear.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 - 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 - 3. Allow empty paint cans to dry before disposal.

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 09 9123

SECTION 101100 - VISUAL DISPLAY UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Fixed Magnetic Glass markerboards with marker trays.
- B. Related requirements
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for blocking supporting markerboards.
 - 2. Section 064113 "Architectural Cabinets and Finish Carpentry" for wood trim at perimeter.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles.
- B. Samples for Verification: For each type of visual display surface indicated.
 - 1. Visual Display Surface: Not less than 8-1/2 by 11 inches (215 by 280 mm), mounted on substrate indicated for final Work. Include one panel for each type, color, and texture required.
 - 2. Trim: 6-inch long sections of each trim profile.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For visual display surfaces to include in maintenance manuals.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver factory-fabricated visual display units completely assembled in one piece. If dimensions exceed maximum manufactured unit size, or if unit size is impracticable to ship in one piece, provide two or more pieces with joints in locations indicated on approved Shop Drawings.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install visual display units until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Verify actual dimensions of construction contiguous with visual display units by field measurements before fabrication.
 - 1. Allow for trimming and fitting where taking field measurements before fabrication might delay the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of visual display unit from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 50 or less.

2.3 MATERIALS, GENERAL

- A. Glass Products:
 - 1. Ultraclear float glass.
 - 2. Fully Tempered Glass: ASTM C1048:
 - a. Coating: Manufacturer's standard white back side opacifier coating.
 - 3. Components:
 - a. Steel: 0.024-inch-thick steel plate.
 - b. Adhesive: Acrylic adhesive sheet.
- B. Extruded Aluminum: ASTM B 221, Alloy 6063.

2.4 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

2.6 GLASS MARKERBOARD ASSEMBLIES

- A. Glass Magnetic Dry Erase Markerboards: dry erase markerboard assembly consisting of opaque back surface, fully tempered ultraclear float glass: 6.0mm minimum thickness.
- B. Manufacturers: subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. Clarus Glassboards LLC.
 - 2. American Glass Top Company.
 - 3. Goldray Industries, Ltd.
 - 4. Krystal Writing Boards, Inc.
- C. Size as shown on drawings.
- D. Provide 3 sided, 1/4" wide rolled edge aluminum trim frame extending 1/2" from face of markerboard to capture edge of markerboard. Provide sealant joint between frame and glass markerboard. Confirm compatibility of sealant with manufacturer.

2.7 FABRICATION

- A. Factory-Assembled Visual Display Units: Coordinate factory-assembled units with trim and accessories indicated. Join parts with a neat, precision fit.
 - 1. Make joints only where total length exceeds maximum manufactured length. Fabricate with minimum number of joints, as indicated on approved Shop Drawings.
 - 2. Provide manufacturer's standard vertical-joint system between abutting sections of markerboards.
 - 3. Provide manufacturer's standard mullion trim at joints between markerboards of combination units.
 - 4. Where size of visual display boards or other conditions require support in addition to normal trim, provide structural supports or modify trim as indicated or as selected by Architect from manufacturer's standard structural support accessories to suit conditions indicated.
- B. Aluminum Frames and Trim: Fabricate units straight and of single lengths, keeping joints to a minimum. Miter corners to a neat, hairline closure.
 - 1. Where factory-applied trim is indicated, trim shall be assembled and attached to visual display units at manufacturer's factory before shipment.
 - 2. Continuous lengths of markerboard will have seams but no frame between sections of glass. Frame will only surround perimeter of groups of markerboards.
 - 3. Size of individual sections and location of seams in glass sections to be reviewed and approved by Architect.

2.8 MARKERBOARD ACCESSORIES

- A. Marker Tray: Manufacturer's standard, continuous box Type Tray: Extruded aluminum with slanted front and grooved top tray.
 - 1. End Caps: Cast-aluminum or plastic end closures located at each end of tray.
- B. Magnets: Manufacturer's standard, (1) per lineal foot of markerboard.
- C. Marker Caddy: Set of 4 dry-erase marker pens (black, red, blue, and green) and eraser with magnetic organizer.
- D. Markerboard Cleaner: "GFC-2000" glass and furniture cleaner

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, surface conditions of wall, and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical power systems to verify actual locations of connections before installation of motor-operated, sliding visual display units.
- C. Examine walls and partitions for proper preparation and backing for visual display surfaces.

- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair the performance of and affect the smooth, finished surfaces of visual display boards, including dirt, mold, and mildew.
- C. Prepare surfaces to achieve a smooth, dry, clean surface free of flaking, unsound coatings, cracks, defects, projections, depressions, and substances that will impair bond between visual display surfaces and wall surfaces.

3.3 INSTALLATION, GENERAL

- A. General: Install marker boards in locations and at mounting heights indicated on Drawings, or if not indicated, at heights indicated below. Keep perimeter lines straight, level, and plumb. Provide grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories necessary for complete installation.
 - 1. Mounting Height: 36 inches above finished floor to top of marker tray unless otherwise indicated on drawings.
 - 2. Locations and sizes are indicated on drawings.
- B. Install Aluminum Rail Display Systems as per manufacturer's instructions.

3.4 CLEANING AND PROTECTION

- A. Clean visual display surfaces according to manufacturer's written instructions. Attach one cleaning label to visual display surface in each room.
- B. Cover and protect visual display surfaces after installation and cleaning.

END OF SECTION 101100

SECTION 126100 - FIXED AUDIENCE SEATING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fixed audience seating.
 - 2. Lecture-hall tables.

1.2 DEFINITIONS

- A. Frame: An exposed, supporting seat bottom made of steel.
- B. Shell: An exposed, supporting seat bottom and back made of materials other than steel.
- C. Tablet Arm: A flat surface attached to a chair that has the primary function to support tasks such as writing and short-term reference-material handling.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at project site.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. Fixed audience seating.
 - 2. Lecture-hall tables.
 - 3. Mobile seating.
- B. Product Data Submittals: For each product.
 - 1. Include construction details, material descriptions, dimensions of components, and finishes for fixed audience seating.
- C. Shop Drawings:
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Seating Layout: Show seating layout, aisle widths, aisle-end alignment or stepping, row-lettering and chair-numbering scheme, chair widths, and chair spacing in each row.
 - 3. Lecture-Hall Tables: Show table layout.
 - 4. Accessories: Show locations and features of accessories, including left- and right-hand tablet arms and accessibility provisions.
 - 5. Field Verification - Shop drawings incorporate building information compiled from various sources associated with this project and deemed as reliable. Conditions directly affecting the product, or its installation must be field verified.
- D. Samples for Initial Selection: For each type of exposed color, finish, texture, and pattern indicated.
 - 1. Include Samples of accessories involving color and finish selection.
- E. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Molded Plastic: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
 - 2. Plastic Laminate: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
 - 3. Baked-on Coating Finishes: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
 - 4. Aluminum Finishes: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
 - 5. Upholstery Fabric: Full width section of fabric from dye lot to be used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of fabric.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings:
 - 1. Coordinate location of diffuser pedestals with HVAC work and with properties of diffuser pedestals to ensure alignment, proper air diffusion, and correct seat locations.
- B. Product Certificates: For each type of fixed audience seating.
- C. Material Certificates: For each type of flame-retardant treatment of upholstery fabric.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fixed audience seating to include in operation and maintenance manuals.

1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Maintenance of self-rising seat mechanisms, folding armrests, and other operating components.
 - b. Adjustment of self-rising seat mechanisms to align seats.
 - c. Maintenance of electrical components, devices, and accessories.
 - d. Methods for maintaining upholstery fabric.
 - e. Precautions for cleaning materials and methods that could be detrimental to seating finishes and performance.

1.7 WARRANTY

1. Per manufacturer's terms conditions rights and warranties documentation.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of seating required, including accessories and mounting components, from single source from single manufacturer.
 1. Upholstery Fabric: Obtain fabric of a single dye lot for each color and pattern of fabric required.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics of Upholstered Chairs:
 1. Fabric and Padding:
 - a. Fabric: Class 1 in accordance with DOC CS 191 or 16 CFR 1610, tested in accordance with California Technical Bulletin 117-2000.
 - b. Padding: Comply with California Technical Bulletin 117-2000.
- B. Strength and Durability Performance: Chairs and components to pass testing in accordance with BIFMA X5.4.

2.3 FIXED AUDIENCE SEATING

- A. Frames

Standard Sequence Seating "Basic" rectangular frames with tablet arms, floor-mounted or riser-mounted base plate is 6" x 8", 11-gauge stamped steel flange with 1/2" diameter anchoring holes pierced at each corner. Pedestal column is 11-gauge, 1-1/2" x 2" seamless tubular steel upright welded to the base plate. The vertical column on the floor-mounted base extends down through the base plate and welded around the vertical column at the pierced opening in the base. The vertical column is capped with a stamped steel yoke cover to support the beam. A stamped steel yoke is welded to the seat spider. Four nuts are welded inside the steel yoke to accept screws from the base assembly to lock the seat and support beam firmly into place. The bases are positioned directly under the center of the seat. The seats are joined in sequence along an 11-gauge, 1-1/2" x 2" seamless steel tubular beam cradled in the yokes on top of the bases. No holes are required to be drilled in the horizontal sequence beam to enable the seats to be positioned on the bases at any point along the beam. Sequence beams are furnished in any length with beam segments joined inside a yoke with beam ganging plates that lock the two segments of the beam together. Seats mount on stamped steel, 11-gauge spiders, secured to the beam with four bolts in the channel nuts welded in the yoke below. Seats not located directly above a base are fastened with a yoke only. Plastic flange covers are only furnished on the floor mounted bases; not available on riser mount bases. Beams can be concave or convex radiused to match the room requirements. Floor flanges can be furnished at specific angles to adapt to sloped floor requirements.
- B. Tablet Arms
 - 1) "G2" Style Tablet Arm

The "G2" tablet arm support is a 51/64" x 1-37/64", 14-gauge oval steel tube. The lower end of the tube is welded to the steel seat spider and/or steel pedestal. The 1" x 2" x 16-gauge support bracket is welded on top of the 14-gauge oval tube. Two injection-molded pivot cams mount to the support bracket and encompass a 5/8" diameter shaft containing a 3/16" x 7/8" hardened key stop. This assembly provides the total travel motion of the tablet from 0 degrees (use position) to 175 degrees (stored position). Welded to the shaft is a 7-gauge pivot plate with roll-formed barrels to enclose a steel hinge pin. This pivot bracket is assembled with a pin to a hinged 7-gauge steel support plate measuring 2-1/4" x 9" x 7-gauge, with a formed-in stop to prevent the board from being raised past 180 degrees. The support plate attaches to the tablet board with six #12 x 3/4"

wood screws. The writing surface is made from, 11-ply, 15 mm Baltic Birch plywood core, top faced with .050" high-pressure laminate and backed with a .040" backer sheet. Edges are clear lacquer sealed. Right- and left-hand models are available. All standard laminate colors available. One tablet size is available for G2 Style:

- "G2" (9-1/8" x 18-1/8" x 13-3/4")

C. Shells

1) Strive®

Seat is constructed of injection-molded polypropylene. An optional upholstered seat is also available, for which molded urethane foam is attached to an injection-molded polypropylene seat board then upholstered using a drawstring process. The assembled seat pad is attached to the seat by means of hidden fasteners. The backrest is injection-molded polypropylene with integral steel cantilever springs. The combination of the slotted polypropylene back and spring steel provides a supportive flexing back. Springs are nominal 4.5 mm diameter chrome silicon valve spring wire. An optional upholstered back is available, constructed of 1/2" thick urethane foam attached to an injection-molded polypropylene back board, then upholstered using a draw-string process. The assembled back pad is attached to the back by means of fasteners which are exposed and color matched to the polypropylene.

D. COMPLIANCE

"Sequence Seating" is designed and manufactured in compliance with the intent of ANSI/BIFMA X5.4-2012. Seating exceeds all applicable BIFMA performance test criteria. Sequence Seating power and data components are UL listed under UL1286. Sequence Seating is SCS Indoor Air quality Certified.

E. FINISHES

Frame finishes – Baked-on electrostatically-applied powder-coat paint is standard on all frames. Standard KI fabrics available; C.O.M. (customer's own material) fabrics require factory approval. All finishes and colors to be selected by architect. Refer to KI Color Addendum for standard finishes. Custom colors and finishes available; contact factory.

2.4 LECTURE-HALL TABLES

- A. Lecture-Hall Tables as indicated on Drawings.
- B. Supports: Attached to floor and matching construction and finish structure for fixed audience seating.
- C. Table Top: Manufacturer's standard construction, **plastic laminate on MDF** with standard PVC edges and concealed mounting.
 - 1. Depth: 18 inches.
- D. Modesty Panels: Manufacturer's standard construction, steel.
 - 1. Height: 14 inches.

2.5 MOBILE SEATING

- A. Mobile Seating as indicated on Drawings.
- B. Plastic Chairs: molded plastic and as follows:
 - 1. Back: injection-molded polypropylene with molded urethane foam is attached to an injection-molded polypropylene seat board then upholstered using a drawstring process.
 - 2. Seat: injection-molded polypropylene with molded urethane foam is attached to an injection-molded polypropylene seat board then upholstered using a drawstring process.

2.6 MATERIALS AND FINISHES

- A. MDF (Medium-Density Fiberboard): ANSI A208.2, Grade MD.
- B. Concealed Plywood: HPVA HP-1 hardwood plywood or DOC PS 1 softwood plywood as standard with manufacturer.
- C. Exposed Plywood: HPVA HP-1, Face Grade A, hardwood-veneer core with color-matched hardwood-veneer faces.
- D. Plastic Laminate: ISO 4586-3, manufacturer's standard grade.
 - 1. Color and Pattern: as indicated on drawings from manufacturer's standard line.
- E. Molded Plastic: High-density polyethylene or polypropylene, blow or injection molded, with surface that is mar and dent resistant.
 - 1. Provide with UV inhibitors to retard fading.
 - 2. Color and Texture: as indicated on drawings from manufacturer's standard line.
- F. Fabric: as indicated on drawings.
- G. Upholstery Padding: Flexible, cellular, molded or slab polyurethane foam.
- H. Metal Finish: Finish exposed metal parts with manufacturer's standard baked-on electrostatically-applied powder-coat paint.

1. Color: as indicated on drawings from manufacturer's standard line.

2.7 FABRICATION

- A. Floor Attachments: Fabricate to conform to floor slope so that standards and pedestals are plumb and chairs are maintained at same angular relationship to vertical throughout Project.
- B. Upholstery: Fabricate fabric-covered cushions with molded padding beneath fabric and with fabric covering free of welts, creases, stretch lines, and wrinkles. For each upholstered component, install pile and pattern run in a consistent direction.
- C. Upholstered Chairs: Fabricate as follows:
 1. An upholstered seat, for which molded urethane foam is attached to an injection-molded polypropylene seat board then upholstered using a drawstring process. The assembled seat pad is attached to the seat by means of hidden fasteners.
 2. An optional upholstered back is available, constructed of 1/2" thick urethane foam attached to an injection-molded polypropylene back board, then upholstered using a draw-string process. The assembled back pad is attached to the back by means of fasteners which are exposed and color matched to the polypropylene.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine floors, risers, and other adjacent work and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Verify that HVAC air-distribution locations are correct.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install seating and tables in locations indicated and fasten to substrates in accordance with manufacturer's written installation instructions.
 1. Install seating with each chair capable of complying with performance requirements without failure or other conditions that might impair the chair's usefulness.
 2. Install standards and pedestals plumb.
 3. Install seating so moving components operate smoothly and quietly.
- B. Install seating and tables with end standards aligned or stepped as indicated from first to last row and with backs and seats varied to optimize sightlines.

3.3 FIELD QUALITY CONTROL

1. Inspect components, assemblies, and equipment, including connections, to verify proper, complete, and sturdy installation in accordance with manufacturer's written instructions and product specifications.
2. Verify that self-rising seats return to uniform at-rest, raised position.
- B. Fixed audience seating will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Adjust chair backs so that they are at required angles and aligned with each other in uniform rows.
- B. Adjust hardware and moving parts to function smoothly so they operate easily. Lubricate bearings and sliding parts as recommended in writing by manufacturer.
- C. Adjust self-rising seat mechanisms so seats in each row are aligned when in upright position.
- D. Repair minor abrasions and imperfections in finishes with coating that matches factory-applied finish.
- E. Replace damaged and malfunctioning components that cannot be acceptably repaired.
- F. Replace upholstery fabric damaged during installation or work of other trades.

END OF SECTION 126100

SECTION 23 0500 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Coordination procedures.
 - 2. HVAC demolition.
 - 3. Common Requirements
 - 4. Painting and finishing.
- B. The contract documents require the furnishing and installing of complete functioning systems and each element thereof, as specified or indicated in the contract documents or reasonably inferred, to completely construct and leave ready for operation as shown on the drawings and described in the specifications, including every article, device or accessory, whether or not specifically called for by item. Elements of the work include materials, labor, supervision, supplies, equipment, transportation, and utilities.
- C. Specifications and drawings are complementary and what is called for in one shall be as binding as if called for by both.
- D. All work performed shall be done in a neat and organized manner by experienced personnel of the proper trade.
- E. Where alternate manufacturer's equipment is allowed to be used, all differences and deviations from the basis of design equipment are the contractor's responsibility to identify and resolve. This includes, but is not limited to space available, physical sizes, weights, service clearances, and impacts to adjacent equipment, systems, walls, screens, and structure. Any modifications needed to resolve these differences and the associated costs are the contractor's responsibility to perform and provide.

1.2 SUBMITTALS

- A. See Division 01 Sections, for submittal procedures.
- B. Coordination Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 HVAC DEMOLITION

- A. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated to be removed.
 - 1. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 2. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - 3. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- B. If pipe, ductwork, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 GENERAL COORDINATION PROCEDURES

- A. 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 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 performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. 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. Project closeout activities.
 8. Startup and adjustment of systems.
- C. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for HVAC installations.
- D. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- E. Coordinate installation of required remote damper operators with architectural ceiling plans.
- F. Coordinate requirements for access panels and doors for HVAC items requiring access that are concealed behind finished surfaces.

3.3 DUCT SYSTEMS - COMMON REQUIREMENTS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, fan sizing, and other design considerations. Install ductwork as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install ductwork in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- C. Install ductwork indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install ductwork above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install ductwork to allow application of insulation.
- F. Verify final equipment locations for roughing-in.
- G. Provide rigid insulation and aluminum jacketing on exterior ductwork.

3.4 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

- B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install shut-off valves at all branch piping.
- F. Install piping to permit valve servicing.
- G. Install piping free of sags and bends.
- H. Install piping to allow application of insulation.
- I. Verify final equipment locations for roughing-in.
- J. Provide insulation and aluminum jacketing on exterior piping components.
 - 1. Provide heat trace on components subject to freezing.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment in accordance with manufacturer's installation instructions.
- B. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- D. Install HVAC equipment to maximize clearances for service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- E. Install equipment to allow right of way for piping installed at required slope.

3.6 PAINTING

- A. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.
- B. Paint exterior piping.

END OF SECTION 23 0500

SECTION 23 0529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal pipe hangers and supports.
 - 2. Trapeze pipe hangers.
 - 3. Thermal-hanger shield inserts.
 - 4. Fastener systems.
 - 5. Equipment supports.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 - 1. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
 - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following; include Product Data for components:
 - 1. Trapeze pipe hangers.
 - 2. Equipment supports.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Carbon-Steel Pipe Hangers and Supports:
 - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
 - 2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
 - 3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
 - 4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
 - 5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

- B. Copper Pipe Hangers:
 - 1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
 - 2. Hanger Rods: Continuous-thread rod, nuts, and washer made of copper-coated steel.

2.2 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

- A. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with 100-psig or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength and vapor barrier.
- B. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass with 100-psig or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength.
- C. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- D. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- E. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.5 EQUIPMENT SUPPORTS

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

2.6 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- D. Fastener System Installation:
1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
 2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- F. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- G. Install hangers and supports to allow controlled thermal movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- H. Install lateral bracing with pipe hangers and supports to prevent swaying.
- I. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- J. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- K. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- L. Insulated Piping:
1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
 2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 5. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.3 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

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

3.5 PAINTING

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

3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

- E. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications.
- F. Use copper-plated pipe hangers and copper attachments for copper piping and tubing.
- G. Use padded hangers for piping that is subject to scratching.
- H. Use thermal-hanger shield inserts for insulated piping and tubing.
- I. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
 - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
 - 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
 - 4. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
 - 5. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
 - 6. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
 - 7. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
 - 8. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
 - 9. Complete Pipe Rolls (MSS Type 44): For support of pipes NPS 2 to NPS 42 if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
- J. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.
- K. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 - 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
- L. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 - 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
 - 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 - 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 - 6. C-Clamps (MSS Type 23): For structural shapes.
 - 7. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 - 8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.

- 9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- M. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 - 2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
 - 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- N. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
 - 2. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41, roll hanger with springs.
 - 3. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from base support.
- O. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- P. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION 23 0529

SECTION 23 0593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Balancing Air Systems:
 - a. Constant-volume air systems.
 - b. Variable-air-volume systems.

1.2 DEFINITIONS

- A. NEBB: National Environmental Balancing Bureau.
- B. AABC: Associated Air Balance Council.
- C. TAB: Testing, adjusting, and balancing.
- D. TAB Specialist: An entity engaged to perform TAB Work.

1.3 INFORMATIONAL SUBMITTALS

- A. Strategies and Procedures Plan: Within 60 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- B. Certified TAB reports.

1.4 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by NEBB or AABC
 - 1. TAB Field Supervisor: Employee of the TAB contractor and certified by NEBB or AABC.
 - 2. TAB Technician: Employee of the TAB contractor and who is certified by NEBB or AABC as a TAB technician.
- B. Certify TAB field data reports and perform the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard TAB contractor's forms approved by Owner and Commissioning Authority.
- D. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."
- E. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- F. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine equipment performance data including fan and pump curves.
 - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
 - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- G. Examine test reports specified in individual system and equipment Sections.
- H. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- I. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
- J. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- K. Examine operating safety interlocks and controls on HVAC equipment.
- L. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
 - 1. Equipment and duct access doors are securely closed.
 - 2. Balance, smoke, and fire dampers are open.
 - 3. Isolating and balancing valves are open and control valves are operational.
 - 4. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 - 5. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.
 - 1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
 - 2. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Division 23 Section "HVAC Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Division 23 Section "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.
 - 2. Measure fan static pressures as follows to determine actual static pressure:
 - a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.

- c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
 3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Report the cleanliness status of filters and the time static pressures are measured.
 4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
 5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 6. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in Division 23 Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
 7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
 1. Measure airflow of submain and branch ducts.
 - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
 2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.
 3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
- C. Measure air outlets and inlets without making adjustments.
 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
 1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
 2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 1. Manufacturer's name, model number, and serial number.
 2. Motor horsepower rating.
 3. Motor rpm.
 4. Efficiency rating.
 5. Nameplate and measured voltage, each phase.
 6. Nameplate and measured amperage, each phase.
 7. Starter thermal-protection-element rating.
- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.7 TOLERANCES

- A. Set HVAC system's air flow rates and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 - 2. Air Outlets and Inlets: Plus or minus 10 percent.

3.8 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
 - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 - 2. Include a list of instruments used for procedures, along with proof of calibration.
- B. Final Report Contents: In addition to certified field-report data, include the following:
 - 1. Fan curves.
 - 2. Manufacturers' test data.
 - 3. Field test reports prepared by system and equipment installers.
 - 4. Other information relative to equipment performance; do not include Shop Drawings and product data.
- C. General Report Data: In addition to form titles and entries, include the following data:
 - 1. Title page.
 - 2. Name and address of the TAB contractor.
 - 3. Project name.
 - 4. Project location.
 - 5. Architect's name and address.
 - 6. Engineer's name and address.
 - 7. Contractor's name and address.
 - 8. Report date.
 - 9. Signature of TAB supervisor who certifies the report.
 - 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 - 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 - 12. Nomenclature sheets for each item of equipment.
 - 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 - 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 - 15. Test conditions for fan performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Face and bypass damper settings at coils.
 - e. Fan drive settings including settings and percentage of maximum pitch diameter.
 - f. Inlet vane settings for variable-air-volume systems.
 - g. Settings for supply-air, static-pressure controller.
 - h. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
 - 1. Quantities of outdoor, supply, return, and exhaust airflows.
 - 2. Duct, outlet, and inlet sizes.
 - 3. Balancing stations.
 - 4. Position of balancing devices.

3.9 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

END OF SECTION 23 0593

SECTION 23 0713 - DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating the following duct services:
 - 1. Indoor, return and low pressure supply located in unconditioned space.
- B. Related Sections:
 - 1. Section 23 3113 "Metal Ducts" for ductwork with lining.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets or covering.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail application of protective shields and inserts at hangers for each type of insulation and hanger.
 - 2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
 - 3. Detail application at linkages of control devices.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields.
- B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.7 SCHEDULING

- A. Schedule insulation application after any required ductwork pressure testing is complete. Insulation application may begin on segments that have satisfactory test results.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in Duct Insulation Schedule for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; SoftTouch Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Friendly Feel Duct Wrap.
 - d. Owens Corning; SOFTR All-Service Duct Wrap.
 - e. Pre-approved equal.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand; CP-127.
 - b. Eagle Bridges; 225.
 - c. Foster Brand; 85-60/85-70.
 - d. Mon-Eco Industries, Inc.; 22-25.
 - e. Pre-approved equal.
 - 2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand; CP-82.
 - b. Eagle Bridges; 225.
 - c. Foster Brand; 85-50.
 - d. Mon-Eco Industries, Inc.; 22-25.
 - e. Pre-approved equal.
 - 2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
 - 1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
 - 1. Subject to compliance with requirements, provide one of the following:
 - a. Foster Brand; 30-80/30-90.
 - b. Vimasco Corporation; 749.
 - c. Pre-approved equal.
 - 2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 3. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 - 5. Color: White.

2.4 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
 - 1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand; CP-50 AHV2.
 - b. Foster Brand; 30-36.
 - c. Vimasco Corporation; 713 and 714.
 - d. Pre-approved equal.
 - 3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
 - 4. Service Temperature Range: 0 to plus 180 deg F.
 - 5. Color: White.

2.5 SEALANTS

- A. FSK Sealants:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand; CP-76.
 - b. Eagle Bridges; 405.
 - c. Foster Brand; 95-44.
 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Pre-approved equal.
 - 2. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 3. Fire- and water-resistant, flexible, elastomeric sealant.
 - 4. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 5. Color: Aluminum.
 - 6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.6 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.7 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

- B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

2.8 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. ABI; 491 AWF FSK.
 - b. Avery Dennison Corporation; Fasson 0827.
 - c. Compac Corporation; 110 and 111.
 - d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
 - e. Pre-approved equal.
 - 2. Width: 3 inches.
 - 3. Thickness: 6.5 mils.
 - 4. Adhesion: 90 ounces force/inch in width.
 - 5. Elongation: 2 percent.
 - 6. Tensile Strength: 40 lbf/inch in width.
 - 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.9 SECUREMENTS

- A. Insulation Pins and Hangers:
 - 1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Keep insulation materials dry during application and finishing.
- E. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- F. Install insulation with least number of joints practical.

- G. Where vapor barrier is indicated, seal joints, seams, and penetrations. No penetration in insulation is permitted at hangers, supports, and other projections.
 - 1. Install insulation continuously through hangers and supports.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- H. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- I. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive sealing tape.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- J. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- K. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- L. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket or Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
 - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
 - 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 - 3. Install capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides or bottom with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides or bottom with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 - 4. For ducts and plenums, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and

surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FIELD QUALITY CONTROL

- A. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.6 DUCT AND PLENUM INSULATION SCHEDULE

- A. Refer to schedule on drawings.

END OF SECTION 23 0713

SECTION 23 3113 - METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Low pressure rectangular ducts and fittings.
 - 2. Low pressure ductwork.
 - 3. Single-wall round and flat-oval ducts and fittings.
 - 4. Single-wall round ductwork.
 - 5. Sheet metal materials.
 - 6. Duct liner.
 - 7. Sealants and gaskets.
 - 8. Hangers and supports.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:
 - 1. Liners and adhesives.
 - 2. Sealants and gaskets.
- B. Shop Drawings:
 - 1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
 - 2. Factory- and shop-fabricated ducts and fittings.
 - 3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
 - 4. Elevation of bottom of ducts.
 - 5. Dimensions of main duct runs from building grid lines.
 - 6. Fittings.
 - 7. Reinforcement and spacing.
 - 8. Seam and joint construction.
 - 9. Equipment installation based on equipment being used on Project.
 - 10. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
 - 11. Hangers and supports, including methods for duct and building attachment and vibration isolation.

1.4 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G60.
 - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Duct materials other than the above is specified in the particular ductwork description.

2.2 LOW PRESSURE RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995" based on 2" w.g. static-pressure class, Table 1-5.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995," Tables 1-10 through 1-13, "Rectangular Duct/Transverse Joints," for 2" w.g. static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995," Figure 1-5, "Rectangular Duct/Longitudinal Seams," for 2" w.g. static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995," Chapter 2, "Fittings and Other Construction," for 2" w.g. static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995."
 - 1. All elbows or offsets in rectangular ductwork under positive pressure shall contain turning vanes. Turning vanes in low pressure ductwork shall be single wall.
 - 2. All rectangular branch takeoffs in supply ductwork shall be of the 45 deg. entry design with a manual damper. Round take-offs in supply ductwork shall use rectangular to round transition with 45 degree entry design and a manual damper in the round, Sheet Metal Connectors H.E.T. (Hi-Efficiency Take-Off) or equal.

2.3 SINGLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS

- A. Low pressure round ducts shall be constructed per SMACNA HVAC Construction Standards, Table 3-2, 2" w.g. (pos.), Second Edition, 1995 with Addendum No. 1, for galvanized steel with grooved longitudinal seam and sleeved type transverse joint, pipe riveted. Hangers shall be 2" band, attached at duct joints with draw bands. Spiral duct and fittings per paragraph below may be used as an option.
- B. Round ducts in medium pressure systems and ahead of terminal boxes shall be of the continuous weld or continuous lock seam construction from ASTM A-527-67 galvanized steel. All round fittings shall be manufactured from galvanized steel with continuous welds or locked seams. Gasketed self-sealing spiral duct and fittings installed in accordance with manufacturer's instructions may be used. All round ducts and fittings shall be equal constructed to the gauges called for in SMACNA HVAC Round Duct Construction Standards, Table 3-2, for spiral lock seam duct, 10" w.g., Second Edition, 1995 with Addendum No. 1.
- C. All exposed round ducts regardless of system pressure, shall be constructed as described in paragraph B above.

- D. All round ducts shall be sealed per SMACNA seal classification "B" requirements.

2.4 DUCT LINER

- A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville.
 - c. Knauf Insulation.
 - d. Owens Corning.
 - e. Pre-approved equal.
 2. Minimum Thermal Conductivity:
 - a. Type I, Flexible: 0.27 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
 3. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
 4. Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.
 - a. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - b. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 7-11, "Flexible Duct Liner Installation."
1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
 2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
 3. Butt transverse joints without gaps, and coat joint with adhesive.
 4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
 5. Secure liner with mechanical fasteners 4 inches from corners and at intervals not exceeding 12 inches transversely; at 3 inches from transverse joints and at intervals not exceeding 18 inches longitudinally.
 6. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
 - a. Fan discharges.
 - b. Intervals of lined duct preceding unlined duct.

2.5 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Water-Based Joint and Seam Sealant:
1. Application Method: Brush on.
 2. Solids Content: Minimum 65 percent.
 3. Shore A Hardness: Minimum 20.
 4. Water resistant.
 5. Mold and mildew resistant.
 6. VOC: Maximum 75 g/L (less water).
 7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 8. Service: Indoor or outdoor.
 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

- C. Flanged Joint Sealant: Comply with ASTM C 920.
 - 1. General: Single-component, acid-curing, silicone, elastomeric.
 - 2. Type: S.
 - 3. Grade: NS.
 - 4. Class: 25.
 - 5. Use: O.
 - 6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- E. Round Duct Joint O-Ring Seals:
 - 1. Seal shall provide maximum 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.

2.6 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct."
- D. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- E. Trapeze and Riser Supports:
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 - 2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
 - 3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995" unless otherwise indicated.
- C. Install round and flat-oval ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a minimum clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 23 3300 "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials.

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
 - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 2. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
 - 3. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
 - 4. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
 - 5. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995," Chapter 4, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 - 1. Where practical, install concrete inserts before placing concrete.
 - 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 - 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.

- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 23 3300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible, Second Edition-1995" for branch, outlet and inlet, and terminal unit connections.

3.6 PAINTING

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

3.7 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Duct System Cleanliness Tests:
 - 1. Visually inspect duct system to ensure that no visible contaminants are present.

3.8 START UP

- A. Air Balance: Comply with requirements in "Testing, Adjusting, and Balancing for HVAC."

3.9 DUCT SCHEDULE

- A. Refer to schedule on drawings.

END OF SECTION 23 3113

SECTION 23 3300 - DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Volume dampers.
 - 2. Flexible connectors.
 - 3. Flexible ducts.
 - 4. Duct accessory hardware.
- B. See Division 23 Section "HVAC Instrumentation and Controls" for electric and pneumatic damper actuators.

1.2 SUBMITTALS

- A. Product Data: For the following:
 - 1. Volume dampers.
 - 2. Flexible connectors.
 - 3. Flexible ducts.

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

2.2 SHEET METAL MATERIALS

- A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated.
- B. Galvanized Sheet Steel: Lock-forming quality; complying with ASTM A 653/A 653M and having G90 coating designation; ducts shall have mill-phosphatized finish for surfaces exposed to view.
- C. Stainless Steel: ASTM A 480/A 480M.
- D. Aluminum Sheets: ASTM B 209, alloy 3003, temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- E. Extruded Aluminum: ASTM B 221, alloy 6063, temper T6.
- F. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- G. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 VOLUME DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Air Balance, Inc.
 2. American Warming and Ventilating.
 3. Flexmaster U.S.A., Inc.
 4. McGill AirFlow Corporation.
 5. METALAIRE, Inc.
 6. Nailor Industries Inc.
 7. Penn Ventilation Company, Inc.
 8. Ruskin Company.
 9. Vent Products Company, Inc.
 10. Greenheck Fan Corporation
 11. Pottorff
 12. Pre-approved equal.
- B. General Description: Factory fabricated, with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.
- C. Standard Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, standard leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.
1. Steel Frames: Hat-shaped, galvanized sheet steel channels, minimum of 0.064 inch thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
 2. Roll-Formed Steel Blades: 0.064-inch-thick, galvanized sheet steel.
 3. Blade Axles: Galvanized steel.
 4. Bearings: Oil-impregnated bronze.
 5. Tie Bars and Brackets: Galvanized steel.
- D. Jackshaft: 1-inch-diameter, galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
1. Length and Number of Mountings: Appropriate to connect linkage of each damper in multiple-damper assembly.
- E. Damper Hardware: Zinc-plated, die-cast core with dial and handle made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut. Include center hole to suit damper operating-rod size. Include elevated platform for insulated duct mounting.

2.4 FLEXIBLE CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Ductmate Industries, Inc.
 2. Duro Dyne Corp.
 3. Ventfabrics, Inc.
 4. Ward Industries, Inc.
 5. Pottorff
 6. Pre-approved equal.
- B. General Description: Flame-retardant or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.
- C. Flexible Connector Fabric: Glass fabric double coated with neoprene.
1. Minimum Weight: 26 oz./sq. yd.
 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
 3. Service Temperature: Minus 40 to plus 200 deg F.

2.5 FLEXIBLE DUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Flexmaster U.S.A., Inc.
 2. Thermaflex.
 3. McGill AirFlow Corporation.
 4. Pottorff
 5. Pre-approved equal.
- B. Insulated-Duct Connectors: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor barrier film.
1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
 2. Maximum Air Velocity: 4000 fpm.
 3. Temperature Range: Minus 10 to plus 160 deg F.
- C. Flexible Duct Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action, in sizes 3 through 18 inches to suit duct size.

2.6 DUCT ACCESSORY HARDWARE

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

PART 3 - EXECUTION

3.1 APPLICATION AND INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards-Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Provide duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install volume dampers in ducts with liner; avoid damage to and erosion of duct liner.
- D. Provide balancing dampers at points on supply, return, and exhaust systems where branches lead from larger ducts as required for air balancing. Install at a minimum of two duct widths from branch takeoff.
- E. Install flexible connectors immediately adjacent to equipment in ducts associated with fans and motorized equipment supported by vibration isolators.
- F. Connect diffusers or light troffer boots to low pressure ducts with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- G. Connect flexible ducts to metal ducts with draw bands.
- H. Install duct test holes where indicated and required for testing and balancing purposes.

3.2 ADJUSTING

- A. Adjust duct accessories for proper settings.
- B. Final positioning of manual-volume dampers is specified in Division 23 Section "Testing, Adjusting, and Balancing."

END OF SECTION 23 3300

SECTION 23 3713 - DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes ceiling, wall and floor-mounted diffusers, registers, and grilles.

1.2 SUBMITTALS

- A. Product Data: For each product indicated, include the following:
1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
 2. Diffuser, Register, and Grille Schedule: Indicate Drawing designation, room location, quantity, model number, size, and accessories furnished.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

2.2 GRILLES, DIFFUSERS AND REGISTERS

- A. See schedule on the drawings.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Krueger.
 - b. Nailor Industries of Texas Inc.
 - c. Price Industries.
 - d. Titus.
 - e. Pre-approved equal.

2.3 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.2 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 23 3713

SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sleeves for raceways and cables.
 - 2. Sleeve seals.
 - 3. Grout.
 - 4. Common electrical installation requirements.

1.2 SUBMITTALS

- A. Product Data: For sleeve seals.

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and no side more than 16 inches, thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches and 1 or more sides equal to, or more than, 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 3. Pressure Plates: Plastic. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.

- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."
- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using cast-iron pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.

- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

END OF SECTION 26 0500

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

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.2 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alpha Wire Company.
 - 2. Belden Inc.
 - 3. Cerro Wire LLC.
 - 4. Encore Wire Corporation.
 - 5. General Cable Technologies Corporation.
 - 6. General Cable; General Cable Corporation.
 - 7. Senator Wire & Cable Company.
 - 8. Service Wire Co.
 - 9. Southwire Company.
 - 10. The Okonite Company
 - 11. WESCO.
- B. Aluminum and Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2, Type XHHW-2 and Type SO.
- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC and Type SO with ground wire.
 - 1. Type MC cable shall be U.L. listed. MC cable materials, marking, installation methods and permitted usage shall comply with Article 334 of the N.E.C. and with these specifications.
 - 2. All type MC cables shall contain conductors suitable for the application.
 - 3. All type MC cables shall contain a separate insulated green grounding conductor along with the current carrying conductors sized in accordance with the NEC.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. 3M.
 - 2. AFC Cable Systems, Inc.
 - 3. Gardner Bender.
 - 4. Hubbell Power Systems, Inc.
 - 5. Ideal Industries, Inc.
 - 6. ILSCO.
 - 7. NSi Industries LLC.
 - 8. O-Z/Gedney; an EGS Electrical Group brand; an Emerson Industrial Automation business.
 - 9. Tyco Electronics Corp.

- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Stranded for all conductor sizes.
 - 1. Mechanical Equipment: Copper for feeders and branch circuits serving motor loads, mechanical equipment, elevators, or other vibrating equipment.
 - 2. Under 100A Rating: Copper for feeders rated under 100 Amp.
 - 3. Over 100A Rating: Copper or Aluminum alloy (AA-8000) for feeders rated 100 Amp and larger serving panelboards and transformers. This does not include circuits to motors, mechanical equipment, elevators, or other vibrating equipment. If AA-8000 Aluminum Alloy is used, must terminate to compression lugs – no mechanical lugs allowed. See part 3.4 of this specification for more information.
 - 4. Service Conductors: Copper or Aluminum alloy (AA-8000) for service entrance conductors from utility transformer to main service entrance gear.
- B. Branch Circuits: Copper. Stranded for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- C. Branch Circuits Concealed in Ceilings, Walls, and Partitions:
 - 1. Homeruns: Type THHN/THWN-2, single conductors in raceway.
 - 2. Between devices: Type THHN/THWN-2, single conductors in raceway.
- D. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- E. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- F. Light Fixture Whips: Type THHN/THWN-2, single conductors in flexible metal raceway or Type MC cable.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 26 0533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 26 0529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 0553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

END OF SECTION 26 0519

SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.2 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Burndy; Part of Hubbell Electrical Systems.
 2. Dossert; AFL Telecommunications LLC.
 3. ERICO International Corporation.
 4. Fushi Copperweld Inc.
 5. Galvan Industries, Inc.; Electrical Products Division, LLC.
 6. Harger Lightning & Grounding.
 7. ILSCO.
 8. O-Z/Gedney; an EGS Electrical Group brand; an Emerson Industrial Automation business.
 9. Robbins Lightning, Inc.
 10. Siemens Power Transmission & Distribution, Inc.

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 5. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- C. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
- D. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Metal-clad cable runs.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate

at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- D. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install [tinned]bonding jumper to bond across flexible duct connections to achieve continuity.

END OF SECTION 26 0526

SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.3 SUBMITTALS

- A. Product Data: For steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Equipment supports.
- C. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - h. Pre-approved equal.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 - 5) Pre-approved equal.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 - 6) Pre-approved equal.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
 - 5. To Light Steel: Sheet metal screws.
 - 6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Division 09 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 0529

SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Surface raceways.
 - 5. Boxes, enclosures, and cabinets.
 - 6. Handholes and boxes for exterior underground cabling.

1.2 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.

1.3 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.
- C. Source quality-control reports.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Qualification Data: For professional engineer.
- C. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 - 4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Allied Tube & Conduit.

3. Anamet Electrical, Inc.
 4. Electri-Flex Company.
 5. FSR Inc.
 6. O-Z/Gedney; an EGS Electrical Group brand; an Emerson Industrial Automation business.
 7. Patriot Aluminum Products, LLC.
 8. Picoma Industries.
 9. Republic Conduit.
 10. Robroy Industries.
 11. Southwire Company.
 12. Thomas & Betts Corporation, A Member of the ABB Group.
 13. Western Tube and Conduit Corporation.
 14. Wheatland Tube Company.
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit or IMC.
1. Comply with NEMA RN 1.
 2. Coating Thickness: 0.040 inch, minimum.
- G. EMT: Comply with ANSI C80.3 and UL 797.
- H. FMC: Comply with UL 1; zinc-coated steel.
- I. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- J. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Compression.
 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- K. Joint Compound for IMC or GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.
 3. Arnco Corporation.
 4. CANTEX INC.
 5. CertainTeed Corporation.
 6. Condux International, Inc.
 7. Electri-Flex Company.
 8. Kraloy.
 9. Lamson & Sessions.
 10. Niedax Inc.
 11. RACO; Hubbell.

12. Thomas & Betts Corporation, A Member of the ABB Group.

- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.
- F. Rigid HDPE: Comply with UL 651A.
- G. Continuous HDPE: Comply with UL 651B.
- H. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- I. RTRC: Comply with UL 1684A and NEMA TC 14.
- J. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- K. Fittings for LFNC: Comply with UL 514B.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2. Hoffman; a brand of Pentair Equipment Protection.
 - 3. MonoSystems, Inc.
 - 4. Square D.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Prime coated, ready for field painting.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. MonoSystems, Inc.
 - b. Panduit Corp.
 - c. Wiremold / Legrand.
- C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hubbell Incorporated.
 - b. MonoSystems, Inc.

- c. Panduit Corp.
- d. Wiremold / Legrand.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Adalet.
 - 2. Cooper Technologies Company.
 - 3. EGS/Appleton Electric.
 - 4. Erickson Electrical Equipment Company.
 - 5. FSR Inc.
 - 6. Hoffman; a brand of Pentair Equipment Protection.
 - 7. Hubbell Incorporated.
 - 8. Kraloy.
 - 9. Milbank Manufacturing Co.
 - 10. MonoSystems, Inc.
 - 11. Oldcastle Enclosure Solutions.
 - 12. O-Z/Gedney; an EGS Electrical Group brand; an Emerson Industrial Automation business.
 - 13. RACO; Hubbell.
 - 14. Robroy Industries.
 - 15. Spring City Electrical Manufacturing Company.
 - 16. Stahlin Non-Metallic Enclosures.
 - 17. Thomas & Betts Corporation, A Member of the ABB Group.
 - 18. Wiremold / Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Metal Floor Boxes:
 - 1. Material: Cast metal or sheet metal.
 - 2. Type: Fully adjustable.
 - 3. Shape: Rectangular.
 - 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- H. Nonmetallic Floor Boxes: Nonadjustable, round or rectangular.
 - 1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- I. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- J. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- K. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- L. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- M. Device Box Dimensions: minimum 4 inches square by 1-1/2 inches deep for up to 1" conduits, 4 inches square by 2-1/8 inches deep for conduits exceeding 1" size
- N. Gangable boxes are allowed.
- O. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 or Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- P. Cabinets:
 - 1. NEMA 250, Type 1 or Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.

2.6 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. NewBasis.
 - d. Oldcastle Precast, Inc.
 - e. Quazite: Hubbell Power Systems, Inc.
 - f. Synertech Moulded Products.
 - 2. Standard: Comply with SCTE 77.
 - 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 - 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 - 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 - 6. Cover Legend: Molded lettering, "ELECTRIC."
 - 7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - a. Mechanical rooms.
 - 2. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - 3. Concealed in Ceilings and Interior Walls and Partitions:
 - a. Homeruns: EMT.
 - b. Between devices: EMT
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 5. Damp or Wet Locations: GRC.

6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- B. Minimum Raceway Size: 1/2-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- D. Install surface raceways only where indicated on Drawings.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Raceways Embedded in Slabs: shall not be allowed
- J. Stub-ups to Above Recessed Ceilings:
 1. Use EMT, IMC, or RMC for raceways.
 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- V. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- W. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Attics: 135 deg F temperature change.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

- X. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- Y. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- Z. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- AA. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- BB. Locate boxes so that cover or plate will not span different building finishes.
- CC. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- DD. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- EE. Set metal floor boxes level and flush with finished floor surface.
- FF. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.4 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 0533

SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Equipment identification labels.

1.2 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.4 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Normal Power
 - a. Black letters on an orange field.
 - b. Legend: Indicate voltage.

- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

2.2 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil-thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.

2.3 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

2.4 EQUIPMENT IDENTIFICATION LABELS

- A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a background as indicated below. Minimum letter height shall be 3/8 inch.
- B. Color and Printing:
 - 1. Normal Power: White letters on black background.
 - 2. Generator Power: White letters on red background.
 - 3. Legend: refer to drawing details for more information.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

3.2 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.

- a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- B. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- C. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
- 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- D. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- E. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
- 1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
 - b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 - d. Legend: refer to drawing details for more information.

END OF SECTION 26 0553

SECTION 26 0923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Photoelectric switches.
 - 2. Standalone daylight-harvesting switching controls.
 - 3. Indoor occupancy sensors.
 - 4. Lighting contactors.
- B. Related Requirements:
 - 1. Section "Wiring Devices" for wall-box dimmers, and manual light switches.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Interconnection diagrams showing field-installed wiring.
 - 2. Include diagrams for power, signal, and control wiring.
 - 3. Include building floor plans which show all device locations and interconnections.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 COMMISSIONING

- A. This section specifies a system or a component of a system being commissioned. Testing of these systems is required, in cooperation with the Owner and the Commissioning Authority.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of lighting control device to include in emergency, operation, and maintenance manuals.

PART 2 - PRODUCTS

2.1 INDOOR OCCUPANCY SENSORS

- A. General Requirements for Sensors: Wall- or ceiling-mounted, solid-state indoor occupancy sensors with a separate power pack.
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Operation: Unless otherwise indicated, turn lights on when coverage area is occupied, and turn them off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
 - 3. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor is powered from the power pack.

4. Power Pack: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Sensor has 24-V dc, 150-mA, Class 2 power source, as defined by NFPA 70.
 5. Mounting:
 - a. Sensor: Suitable for mounting in any position on a standard outlet box.
 - b. Relay: Externally mounted through a 1/2-inch knockout in a standard electrical enclosure.
 - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
 6. Indicator: Digital display, to show when motion is detected during testing and normal operation of sensor.
 7. Bypass Switch: Override the "on" function in case of sensor failure.
- B. PIR Type: Ceiling mounted; detect occupants in coverage area by their heat and movement.
1. Detector Sensitivity: Detect occurrences of 6-inch- minimum movement of any portion of a human body that presents a target of not less than 36 sq. in..
 2. Detection Coverage (Room): Detect occupancy anywhere in a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.
 3. Detection Coverage (Corridor): Detect occupancy within 90 feet when mounted on a 10-foot- high ceiling.
- C. Ultrasonic Type: Ceiling mounted; detect occupants in coverage area through pattern changes of reflected ultrasonic energy .
1. Detector Sensitivity: Detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s.
 2. Detection Coverage (Small Room): Detect occupancy anywhere within a circular area of 600 sq. ft. when mounted on a 96-inch- high ceiling.
 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.
 4. Detection Coverage (Large Room): Detect occupancy anywhere within a circular area of 2000 sq. ft. when mounted on a 96-inch- high ceiling.
 5. Detection Coverage (Corridor): Detect occupancy anywhere within 90 feet when mounted on a 10-foot- high ceiling in a corridor not wider than 14 feet.
- D. Dual-Technology Type: Ceiling mounted; detect occupants in coverage area using PIR and ultrasonic detection methods. The particular technology or combination of technologies that control on-off functions is selectable in the field by operating controls on unit.
1. Sensitivity Adjustment: Separate for each sensing technology.
 2. Detector Sensitivity: Detect occurrences of 6-inch- minimum movement of any portion of a human body that presents a target of not less than 36 sq. in., and detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s.
 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.

2.2 SWITCHBOX-MOUNTED OCCUPANCY SENSORS

- A. General Requirements for Sensors: Automatic-wall-switch occupancy sensor, suitable for mounting in a single gang switchbox.
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Operating Ambient Conditions: Dry interior conditions, 32 to 120 deg F.
 3. Switch Rating: Not less than 800-VA fluorescent at 120 V, 1200-VA fluorescent at 277 V, and 800-W incandescent.
- B. Wall-Switch Sensor:
1. Standard Range: 180-degree field of view.
 2. Sensing Technology: Dual technology - PIR and ultrasonic.
 3. Switch Type: SP, field selectable automatic "on," or manual "on" automatic "off."
 4. Voltage: Dual voltage, 120 and 277 V.
 5. Concealed, field-adjustable, "off" time-delay selector at up to 30 minutes.
 6. Concealed "off" time-delay selector at 30 seconds, and 5, 10, and 20 minutes.

7. Adaptive Technology: Self-adjusting circuitry detects and memorizes usage patterns of the space and helps eliminate false "off" switching.

2.3 LIGHTING CONTACTORS

- A. Description: Electrically operated and electrically held, combination-type lighting contactors with nonfused disconnect, complying with NEMA ICS 2 and UL 508.
 1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less total harmonic distortion of normal load current).
 2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
 3. Enclosure: Comply with NEMA 250.
 4. Provide with control and pilot devices as indicated on Drawings, matching the NEMA type specified for the enclosure.

2.4 DIGITAL TIMER LIGHT SWITCH

- A. Description: Combination digital timer and conventional switch lighting control unit. Switchbox-mounted, backlit LCD display, with selectable time interval in 20 minute increments.
 1. Rated 960 W at 120 V(ac) for tungsten lighting, 10 A at 120 V(ac) or 10 A at 277 V(ac) for fluorescent or LED lighting, and 1/4 hp at 120 V(ac).
 2. Standards: Comply with UL 20.
 3. Integral relay for connection to BAS.
 4. Voltage: Match the circuit voltage
 5. Faceplate: Color matched to switch.

PART 3 - EXECUTION

3.1 SENSOR INSTALLATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.
- B. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

3.2 CONTACTOR INSTALLATION

- A. Mount electrically held lighting contactors with elastomeric isolator pads to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.3 WIRING INSTALLATION

- A. Wiring Method: Comply with Section 26 0519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 1/2 inch.
- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.4 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 26 0553 "Identification for Electrical Systems."
 - 1. Identify controlled circuits in lighting contactors.
 - 2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.5 FIELD QUALITY CONTROL

- A. Major equipment and system startup and operational tests shall be scheduled and documented in accordance with Section 01 9113 "Commissioning."
- B. Perform the following tests and inspections:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Lighting control devices will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting sensors to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.
 - 1. For occupancy and motion sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.
 - 2. For daylighting controls, adjust set points and deadband controls to suit Owner's operations.
 - 3. Align high-bay occupancy sensors using manufacturer's laser aiming tool.
- B. If the installed system has an option for a wireless configuration tool, one is to be turned over to the building owner for future use.

3.7 FUNCTIONAL PERFORMANCE TESTING

- A. System functional performance testing is part of the Commissioning Process as specified in Section 01 9113. Functional performance testing shall be performed by the contractor and witnessed and documented by the Commissioning Authority.

3.8 DEMONSTRATION

- A. Training of the Owner's operation and maintenance personnel is required in cooperation with the Commissioning Authority. The instruction shall be scheduled in coordination with the Commissioning Authority after submission and approval of formal training plans. Refer to Demonstration and Training, in Division 1, for contractor training requirements. Refer to Section 01 9113 and the Commissioning Plan for further contractor training requirements.
 - 1. Video of Training:
 - a. Provide a digital video and audio recording of training. Provide Owner with digital files on DVDs or flash drives for later reference and for use in future training.
 - b. Owner retains right to make additional copies for intended training purposes without having to pay royalties.

END OF SECTION 26 0923

SECTION 26 2726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Snap switches.
 - 3. Communications outlets.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.3 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).
 - 5. Pre-approved equal.

2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; HBL5351 (single), CR5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5381 (single), 5352 (duplex).
 - e. Pre-approved equal.
- B. Convenience USB Charging Receptacles, 125 V, 20A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Hubbell; USB20AC5 (duplex)
 - b. Eaton; TRUSBAC20 (duplex)
 - c. Leviton; T5833 (duplex)
 - d. Pass & Seymour; 2097TRUSBAC (duplex)

2.3 GFCI RECEPTACLES

- A. General Description: Straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Products: Subject to compliance with requirements, provide products by one of the following:
 - a. Cooper; GF20.
 - b. Pass & Seymour; 2084.
 - c. Pre-approved equal.

2.4 SNAP SWITCHES

- A. Comply with NEMA WD 1 and UL 20.
- B. Switches, 120/277 V, 20 A:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
 - b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
 - c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
 - d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).
 - e. Pre-approved equal.
- C. Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 1995.
 - b. Hubbell; HBL1557.
 - c. Leviton; 1257.
 - d. Pass & Seymour; 1251.
 - e. Pre-approved equal.
- D. Key-Operated, Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors, with factory-supplied key in lieu of switch handle.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 1995L.
 - b. Hubbell; HBL1557L.
 - c. Leviton; 1257L.
 - d. Pass & Seymour; 1251L.
 - e. Pre-approved equal.

2.5 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: Smooth, high-impact thermoplastic, white.
 - 3. Material for Unfinished Spaces: Galvanized steel.
 - 4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations."
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, die-cast aluminum with lockable cover.

2.6 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
 - 1. Wiring Devices Connected to Normal Power System: White.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
 - 1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 - 1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
 - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 - 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted provided the outlet box is large enough.
- D. Device Installation:
 - 1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
 - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
 - 6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
 - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 - 8. Tighten unused terminal screws on the device.
 - 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
 - 1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the left.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.

END OF SECTION 26 2726

SECTION 26 5119 - LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Interior solid-state luminaires that use LED technology.
 - 2. Lighting fixture supports.
 - 3. Exit sign
 - 4. Emergency lighting units

1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture
 - 1. Arrange in order of fixture designation.
 - 2. Include data on features, accessories, finishes.
 - 3. Include physical description and dimensions of luminaires.
 - 4. Include emergency lighting units, including batteries and chargers.
 - 5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
 - 6. Include data on LED driver including total system wattage, power factor and total harmonic distortion.
 - 7. Photometric data and adjustment factors based on laboratory tests.
 - a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
 - b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
 - 8. Wiring diagrams for power, control, and signal wiring.
 - 9. Photoelectric relays.
 - 10. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.
- B. Shop Drawings: For nonstandard or custom luminaires
 - 1. Include plans, elevations, sections, and mounting and attachment details.
 - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Include diagrams for power, signal, and control wiring.
- C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

- D. Field quality-control test reports.

1.4 INFORMATIONAL SUBMITTALS

- A. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Product Certificates: For each type of luminaire.
- C. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency or a qualified testing agency.
- D. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: Five for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Drivers: One for every 50 of each type and rating installed. Furnish at least one of each type.
 - 4. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.
- C. Provide luminaires from a single manufacturer for each luminaire type.
- D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: The design for each lighting fixture is based on the product named in the schedule. Subject to compliance with requirements, provide either the named product or an approved equivalent product specified in the schedule with the specific manufacturer and light fixture series that has been approved. Other manufacturers or other series from a listed manufacturer will not be considered.

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. Recessed Fixtures: Comply with NEMA LE 4.
- E. Bulb shape complying with ANSI C79.1.
- F. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- G. CRI of minimum 80.
- H. CCT of 3500 K, unless otherwise indicated.
- I. Rated lamp life of minimum 35,000 hours.
- J. Nominal Operating Voltage: as indicated on the drawings.
- K. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- L. Dimming applications – dimmable from 100 percent to 0 percent of maximum light output.

2.3 MATERIALS

- A. LED Driver
 - 1. Internal to luminaire unless noted otherwise.
 - 2. Power Factor: 0.90 or higher
 - 3. Total Harmonic Distortion: less than 20 percent
- B. Metal Parts:
 - 1. Free of burrs and sharp corners and edges.
 - 2. Sheet metal components shall be steel unless otherwise indicated.
 - 3. Form and support to prevent warping and sagging.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.
- D. Diffusers and Globes:
 - 1. Acrylic Diffusers: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
 - 3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

- E. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter, shape, size, wattage, and coating.
 - c. CCT and CRI for all luminaires.

2.4 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.5 LUMINAIRE FIXTURE SUPPORT COMPONENTS

- A. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Twin-Stem Hangers: Two (2), 0.5-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage.
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gauge.
- F. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- G. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

2.6 EXIT SIGNS

- A. Internally Lighted Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
 - 1. Lamps for AC Operation: LEDs, 70,000 hours minimum rated lamp life.

2.7 EMERGENCY LIGHTING UNITS

- A. Description: Self-contained units complying with UL 924.
 - 1. Lamps: LEDs, 70,000 hours minimum rated lamp life.
 - 2. Battery: Sealed, maintenance-free, lead-acid type rated for automatic 90 minute operation minimum.
 - 3. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - 4. Operation: Relay automatically turns lamp on when power supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - 5. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - 6. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before fixture installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Provide support for luminaire without causing deflection of ceiling or wall.
 - 4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.
- E. Flush-Mounted Luminaire Support:
 - 1. Secured to outlet box.
 - 2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
 - 3. Trim ring flush with finished surface.
- F. Wall-Mounted Luminaire Support:
 - 1. Attached to structural members in walls.
 - 2. Do not attach luminaires directly to gypsum board.
- G. Ceiling-Mounted Luminaire Support:
 - 1. Ceiling mount with minimum two 5/32-inch- diameter aircraft cable supports with adjustable length.
 - 2. Ceiling mount with hook mount.
- H. Suspended Luminaire Support:
 - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
 - 3. Continuous Rows of Luminaires: Use tubing or stem for wiring at one point and tubing, rod or wire support for suspension for each unit length of luminaire chassis, including one at each end.
 - 4. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.
- I. Ceiling-Grid-Mounted Luminaires:
 - 1. Secure to any required outlet box.
 - 2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
 - 3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.
- J. Comply with requirements in Section 26 0519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 0553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 - 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

3.6 STARTUP SERVICE

- A. Comply with requirements for startup specified in Section 26 0943.23 "Relay-Based Lighting Controls."

3.7 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
- B. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
- C. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
- D. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION 26 5119

SECTION 27 0500 - COMMON WORK RESULTS FOR COMMUNICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sleeves for pathways and cables.
 - 2. Sleeve seals.
 - 3. Grout.
 - 4. Common communications installation requirements.

1.2 SUBMITTALS

- A. Product Data: For sleeve seals.

PART 2 - PRODUCTS

2.1 SLEEVES FOR PATHWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and no side more than 16 inches, thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches and 1 or more sides equal to, or more than, 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and pathway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of pathway or cable.
 - 3. Pressure Plates: Plastic. Include two for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR COMMUNICATIONS INSTALLATION

- A. Comply with NECA 1.

- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both communications equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR COMMUNICATIONS PENETRATIONS

- A. Communications penetrations occur when pathways, cables, wireways, or cable trays penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and pathway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and pathway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pathway and cable penetrations. Install sleeves and seal pathway and cable penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for pathway or cable material and size. Position pathway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pathway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for communications installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

END OF SECTION 27 0500

SECTION 27 0526 - GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Grounding conductors.
 - 2. Grounding connectors.
 - 3. Grounding busbars.
 - 4. Grounding rods.
 - 5. Grounding labeling.

1.2 DEFINITIONS

- A. BCT: Bonding conductor for telecommunications.
- B. EMT: Electrical metallic tubing.
- C. TGB: Telecommunications grounding busbar.
- D. TMGB: Telecommunications main grounding busbar.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For communications equipment room signal reference grid. Include plans, elevations, sections, details, and attachments to other work.

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing as-built locations of grounding and bonding infrastructure, including the following:
 - 1. Ground rods.
 - 2. Ground and roof rings.
 - 3. BCT, TMGB, TGBs, and routing of their bonding conductors.
- B. Qualification Data: For Installer, installation supervisor, and field inspector.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 01 7823 "Operation and Maintenance Data," include the following:
 - a. Result of the ground-resistance test, measured at the point of BCT connection.
 - b. Result of the bonding-resistance test at each TGB and its nearest grounding electrode.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
 - 1. Installation Supervision: Installation shall be under the direct supervision of ITS Technician, who shall be present at all times when Work of this Section is performed at Project site.

2. Field Inspector: Currently registered by BICSI as a registered communications distribution designer to perform the on-site inspection.

PART 2 - PRODUCTS

2.1 SYSTEM COMPONENTS

- A. Comply with J-STD-607-A.

2.2 CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Harger Lightning & Grounding.
 2. Panduit Corp.
 3. TE Connectivity Ltd.
- B. Comply with UL 486A-486B.
- C. Insulated Conductors: Stranded copper wire, green or green with yellow stripe insulation, insulated for 600 V, and complying with UL 83.
 1. Ground wire for custom-length equipment ground jumpers shall be No. 6 AWG, 19-strand, UL-listed, Type THHN wire.
 2. Cable Tray Equipment Grounding Wire: No. 6 AWG.
- D. Cable Tray Grounding Jumper:
 1. Not smaller than No. 10 AWG and not longer than 12 inches. If jumper is a wire, it shall have a crimped grounding lug with one hole and standard barrel for one crimp. If jumper is a flexible braid, it shall have a one- or two-hole ferrule. Attach with grounding screw or connector provided by cable tray manufacturer.
- E. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kcmils, 14 strands of No. 17 AWG conductor, and 1/4 inch in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Tinned-copper tape, braided conductors terminated with two-hole copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.3 CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Burndy; Part of Hubbell Electrical Systems.
 2. Chatsworth Products, Inc.
 3. Harger Lightning & Grounding.
 4. Panduit Corp.
 5. TE Connectivity Ltd.
- B. Irreversible connectors listed for the purpose. Listed by an NRTL as complying with NFPA 70 for specific types, sizes, and combinations of conductors and other items connected. Comply with UL 486A-486B.
- C. Compression Wire Connectors: Crimp-and-compress connectors that bond to the conductor when the connector is compressed around the conductor. Comply with UL 467.
 1. Electroplated tinned copper, C and H shaped.
- D. Signal Reference Grid Connectors: Combination of compression wire connectors, access floor grounding clamps, bronze U-bolt grounding clamps, and copper split-bolt connectors, designed for the purpose.

- E. Busbar Connectors: Cast silicon bronze, solderless compression or exothermic-type, mechanical connector; with a long barrel and two holes spaced on 5/8- or 1-inch centers for a two-bolt connection to the busbar.
- F. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

2.4 LABELING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Brother International Corporation.
 - 2. HellermannTyton.
 - 3. Panduit Corp.
- B. Comply with TIA/EIA-606-A and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 INSTALLATION

- A. Bonding shall include the ac utility power service entrance, the communications cable entrance, and the grounding electrode system. The bonding of these elements shall form a loop so that each element is connected to at least two others.
- B. Comply with NECA 1.
- C. Comply with J-STD-607-A.

3.3 APPLICATION

- A. Conductors: Install stranded conductors for all unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2 AWG minimum.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

- D. Conductor Support:
 - 1. Secure grounding and bonding conductors at intervals of not less than 36 inches.
- E. Grounding and Bonding Conductors:
 - 1. Install in the straightest and shortest route between the origination and termination point, and no longer than required. The bend radius shall not be smaller than eight times the diameter of the conductor. No one bend may exceed 90 degrees.
 - 2. Install without splices.
 - 3. Support at not more than 36-inch intervals.
 - 4. Install grounding and bonding conductors in 3/4-inch PVC conduit until conduit enters a telecommunications room. The grounding and bonding conductor pathway through a plenum shall be in EMT. Conductors shall not be installed in EMT unless otherwise indicated.
 - a. If a grounding and bonding conductor is installed in ferrous metallic conduit, bond the conductor to the conduit using a grounding bushing that complies with requirements in Section 27 0528 "Pathways for Communications Systems," and bond both ends of the conduit to a TGB.

3.4 CONNECTIONS

- A. Bond metallic equipment in a telecommunications equipment room to the grounding busbar in that room, using equipment grounding conductors not smaller than No. 6 AWG.
- B. Stacking of conductors under a single bolt is not permitted when connecting to busbars.
- C. Assemble the wire connector to the conductor, complying with manufacturer's written instructions and as follows:
 - 1. Use crimping tool and the die specific to the connector.
 - 2. Pretwist the conductor.
 - 3. Apply an antioxidant compound to all bolted and compression connections.
- D. Primary Protector: Bond to the TMGB with insulated bonding conductor.
- E. Interconnections: Interconnect all TGBs with the TMGB with the telecommunications backbone conductor. If more than one TMGB is installed, interconnect TMGBs using the grounding equalizer conductor. The telecommunications backbone conductor and grounding equalizer conductor size shall not be less than No. 3/0 AWG unless otherwise indicated.
- F. Telecommunications Enclosures and Equipment Racks: Bond metallic components of enclosures to the telecommunications bonding and grounding system. Bond the equipment grounding busbar to the TGB No. 6 AWG bonding conductors.
- G. Structural Steel: Where the structural steel of a steel frame building is readily accessible within the room or space, bond each TGB and TMGB to the vertical steel of the building frame.
- H. Shielded Cable: Bond the shield of shielded cable to the TGB in communications rooms and spaces. Comply with TIA/EIA-568-B.1 and TIA/EIA-568-B.2 when grounding screened, balanced, twisted-pair cables.
- I. Rack- and Cabinet-Mounted Equipment: Bond powered equipment chassis to the cabinet or rack grounding bar. Power connection shall comply with NFPA 70; the equipment grounding conductor in the power cord of cord- and plug-connected equipment shall be considered as a supplement to bonding requirements in this Section.

3.5 IDENTIFICATION

- A. Labels shall be preprinted or computer-printed type.
 - 1. Label TMGB(s) with "fs-TMGB," where "fs" is the telecommunications space identifier for the space containing the TMGB.
 - 2. Label TGB(s) with "fs-TGB," where "fs" is the telecommunications space identifier for the space containing the TGB.

3. Label the BCT and each telecommunications backbone conductor at its attachment point: "WARNING! TELECOMMUNICATIONS BONDING CONDUCTOR. DO NOT REMOVE OR DISCONNECT!"

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 1. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 2. Test the bonding connections of the system using an ac earth ground-resistance tester, taking two-point bonding measurements in each telecommunications equipment room containing a TMGB and a TGB and using the process recommended by BICSI TDMM. Conduct tests with the facility in operation.
 - a. Measure the resistance between the busbar and the nearest available grounding electrode. The maximum acceptable value of this bonding resistance is 100 milliohms.
 3. Test for ground loop currents using a digital clamp-on ammeter, with a full-scale of not more than 10 A, displaying current in increments of 0.01 A at an accuracy of plus/minus 2.0 percent.
 - a. With the grounding infrastructure completed and the communications system electronics operating, measure the current in every conductor connected to the TMGB and in each TGB. Maximum acceptable ac current level is 1 A.
- C. Excessive Ground Resistance: If resistance to ground at the BCT exceeds 5 ohms, notify Architect promptly and include recommendations to reduce ground resistance.
- D. Grounding system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 27 0526

SECTION 27 0528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal conduits and fittings.
 - 2. Nonmetallic conduits and fittings.
 - 3. Optical-fiber-cable pathways and fittings.
 - 4. Surface pathways.
 - 5. Boxes, enclosures, and cabinets.
 - 6. Handholes and boxes for exterior underground cabling.
- B. Related Requirements:
 - 1. Section 26 0533 "Raceways and Boxes for Electrical Systems" for conduits, wireways, surface raceways, boxes, enclosures, cabinets, handholes, and faceplate adapters serving electrical systems.

1.2 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.3 ACTION SUBMITTALS

- A. Product Data: For surface pathways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Pathway routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of pathway groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems; a part of Atkore International.
 - 2. Allied Tube & Conduit; a part of Atkore International.
 - 3. Alpha Wire.
 - 4. Anamet Electrical, Inc.
 - 5. Electri-Flex Company.
 - 6. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - 7. Picoma Industries, Inc.
 - 8. Republic Conduit.

9. Robroy Industries.
 10. Southwire Company.
 11. Thomas & Betts Corporation, A Member of the ABB Group.
 12. Western Tube and Conduit Corporation.
 13. Wheatland Tube Company.
- B. General Requirements for Metal Conduits and Fittings:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Comply with TIA-569-B.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
1. Comply with NEMA RN 1.
 2. Coating Thickness: 0.040 inch, minimum.
- G. EMT: Comply with ANSI C80.3 and UL 797.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew or compression.
 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.
 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- I. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems; a part of Atkore International.
 2. Allied Tube & Conduit; a part of Atkore International.
 3. Anamet Electrical, Inc.
 4. CANTEX INC.
 5. Carlon; a brand of Thomas & Betts Corporation.
 6. CertainTeed Corporation.
 7. Condux International, Inc.
 8. Dura-Line.
 9. Electri-Flex Company.
 10. Kraloy.
 11. RACO; Hubbell.
 12. Thomas & Betts Corporation, A Member of the ABB Group.
- B. General Requirements for Nonmetallic Conduits and Fittings:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Comply with TIA-569-B.
- C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

- D. Rigid HDPE: Comply with UL 651A.
- E. Continuous HDPE: Comply with UL 651B.
- F. RTRC: Comply with UL 1684A and NEMA TC 14.
- G. Fittings for RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- H. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Adalet.
 - 2. Carlon; a brand of Thomas & Betts Corporation.
 - 3. Crouse-Hinds, an Eaton business.
 - 4. EGS/Appleton Electric.
 - 5. Erickson Electrical Equipment Company.
 - 6. FSR Inc.
 - 7. Hoffman; a brand of Pentair Equipment Protection.
 - 8. Milbank Manufacturing Co.
 - 9. Molex Industrial Products Group; Woodhead Brand.
 - 10. MonoSystems, Inc.
 - 11. Oldcastle Enclosure Solutions.
 - 12. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - 13. Quazite: Hubbell Power Systems, Inc.
 - 14. RACO; Hubbell.
 - 15. Robroy Industries.
 - 16. Spring City Electrical Manufacturing Company.
 - 17. Stahlin Non-Metallic Enclosures.
 - 18. Thomas & Betts Corporation, A Member of the ABB Group.
 - 19. Wiremold / Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets:
 - 1. Comply with TIA-569-B.
 - 2. Boxes, enclosures and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet-Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- F. Metal Floor Boxes:
 - 1. Material: Cast metal.
 - 2. Type: Fully adjustable.
 - 3. Shape: Rectangular.
 - 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- I. Device Box Dimensions: minimum 4 inches square by 3-1/2 inches deep, or as otherwise indicated.
- J. Gangable boxes are allowed.

- K. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

PART 3 - EXECUTION

3.1 PATHWAY APPLICATION

- A. Indoors: Apply pathway products as specified below unless otherwise indicated:
1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 3. Exposed and Subject to Severe Physical Damage: GRC. Pathway locations include the following:
 - a. Loading dock.
 - b. Corridors and areas used for traffic of mechanized carts, forklifts, and pallet-handling units.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT or innerduct.
 5. Damp or Wet Locations: GRC.
 6. Pathways for Optical-Fiber or Communications Cable in Spaces Used for Environmental Air: EMT or Plenum-type, optical-fiber-cable pathway.
 7. Pathways for Optical-Fiber or Communications-Cable Risers: EMT or Riser-type, optical-fiber-cable pathway.
 8. Pathways for Concealed General-Purpose Distribution of Optical-Fiber or Communications Cable: EMT or General-use, optical-fiber-cable pathway.
 9. Boxes and Enclosures: NEMA 250 Type 1, except use NEMA 250 Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- B. Minimum Pathway Size: 1-inch trade size. Minimum size for optical-fiber cables is 2 inch.
- C. Pathway Fittings: Compatible with pathways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
- D. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- E. Install surface pathways only where indicated on Drawings.
- F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1, NECA 101, and TIA-569-B for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum pathways. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.
- B. Keep pathways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- C. Complete pathway installation before starting conductor installation.
- D. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches of changes in direction. Utilize long radius ells for all optical-fiber cables.

- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Pathways Embedded in Slabs:
 - 1. Pathways shall not be embedded in slab.
- J. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT or RMC for pathways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of pathway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated pathway with a corrosion-preventing conductive compound prior to assembly.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- N. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- P. Cut conduit perpendicular to the length. For conduits of 2-inch trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.
- Q. Install pull wires in empty pathways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground pathways designated as spare above grade alongside pathways in use.
- R. Surface Pathways:
 - 1. Install surface pathway for surface telecommunications outlet boxes only where indicated on Drawings.
 - 2. Install surface pathway with a minimum 2-inch radius control at bend points.
 - 3. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- S. Install pathway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway sealing fittings according to NFPA 70.
- T. Install devices to seal pathway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service pathway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding PVC conduit and fittings.

- V. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- X. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surface to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Z. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- AA. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- BB. Set metal floor boxes level and flush with finished floor surface.
- CC. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR COMMUNICATIONS PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 27 0544 "Sleeves and Sleeve Seals for Communications Pathways and Cabling."

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 07 8413 "Penetration Firestopping."

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage or deterioration.
1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 27 0528