BROWNSVILLE
PUBLIC UTILITIES BOARD

Contract Documents
&
Technical Specifications

For

RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT

Bid No.: B001-23

ISSUED FOR CONSTRUCTION

Prepared by:
JNB Engineering,PLLC
29798 County Rd 725
Los Fresnos, Texas 78566
TBPE Firm No. F-9898

September 2022

Bid Due: October 27, 2022 by 10:00 AM
Bid Opening: October 27, 2022 at 10:15 AM

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LEGAL NOTICE
AND
INVITATION TO BID
B001-23

Sealed bids will be received by the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas ("BPUB", "OWNER"), at the PUB Purchasing Department office; 1155 FM 511, Olmito, TX 78575 **until 10:00 AM, local prevailing time, on October 27, 2022** for the Project described in the Contract Documents and Specifications entitled:

RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on October 27, 2022 at 10:15 AM. Bidders are invited to attend the bid opening via conference call-in at (956) 214-6020.

The Work in general includes, but is not limited to:

1) Replacement of the Laboratory HVAC Chillers, Air Handlers, Ductwork, and associated appurtenances.

Copies of the Contract Documents and Specifications may be obtained at the following website https://www.brownsville-pub.com/rfp_status/open/. A **mandatory** pre-bid conference shall be held at the BPUB Analytical Laboratory located at 1385 PUB Drive, Brownsville, Texas at 3:00 PM, local prevailing time, on October 7, 2022.

Each bid, in duplicate, shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope: **"B001-23 RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT, OCTOBER 27, 2022, 10:00 AM".** This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511 Olmito, Texas 78575.

Each bid shall constitute an offer to the Board, as outlined therein, and shall be irrevocable for at least ninety (90) calendar days after the time announced for the opening thereof.

Each bid shall be accompanied by a Certified or Cashier's check payable to the order of the Brownsville Public Utilities Board, City of Brownsville, Texas for a sum not less than five (5%) percent of the total amount bid. In lieu of a check, a Bid Bond with a Corporate Surety licensed to do business in the State of Texas, may be submitted in an amount not less than five (5%) percent of the total amount bid conditioned that the BIDDER will pay the BPUB, as mutually agreed to liquidated damages, and not as a penalty, the amount specified in the Bond, unless he enters into a BPUB contract in accordance with his bid. BIDDER is required to execute a contract and furnish a Performance Bond, Payment Bond and a Certificate of Insurance. If the BIDDER fails to execute the contract and to furnish satisfactory Performance and Payment Bonds and Insurance Certificates within ten (10) calendar days from the date on which he is notified that his bid has been accepted,

the amount of his check or bid bond shall be forfeited to the BPUB as mutually agreed to liquidated damages, and not as a penalty. **No bid will be considered if the Bid Security is not submitted.**

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **No bids will be accepted via facsimile or electronic transmission.**

The BPUB specifically reserves the right to reject any or all bids, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the Board or to reject the bids. The award will be made to the responsive and responsible bidder submitting the lowest bid as determined by the BPUB.

Equal Opportunity in Employment - All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Bidders will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR, Part 60. The requirements for bidders and contractors under this Order are explained in the Specifications.

Diane Solitaire
Purchasing Department
(956) 983-6366

INSTRUCTIONS TO BIDDERS
Please submit this page upon receipt
Acknowledgment Form
RE-BID OF THE LABORATORY FACILITY - HVAC
REPLACEMENT PROJECT B001-23

For any clarifications, please contact Diane Solitaire at the Brownsville Public Utilities Board, Purchasing Department via e-mail: dsolitaire@brownsville-pub.com.

Please e-mail this page upon receipt of the bid package or legal notice. If you only received the legal notice and you want the bid package mailed, please provide a method of shipment with account number in the space designated below.

Check one:

( ) Yes, I will be able to send a bid; obtained bid package from website.

( ) Yes, I will be able to send a bid; please email the bid package.
Email: _____

( ) Yes, I will be able to send a bid; please mail the bid package using the carrier & account number listed below:
Carrier: _____
Account: _____

( ) No, I will not be able to send a bid for the following reason:

_____

_____

If you are unable to send your bid, kindly indicate your reason for "No bid" above and return this form **via email to dsolitaire@brownsville-pub.com**. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Special Instructions

Contract Information

- **Interpretation**

Questions concerning terms, conditions, and technical specifications should be directed to:

Diane Solitaire, Materials/Warehouse Manager
email: dsolitaire@brownsville-pub.com

Tentative Time Line

1. September 26, 2022 through October 27, 2022 – Vendor bid preparation.
2. October 27, 2022 at 10:00 AM - **Vendor must submit bid, in duplicate, sealed in an envelope to:**

Diane Solitaire, Materials/Warehouse Manager
1155 FM 511
Olmito, TX 78575

Bid #B001-23 – RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT
Due October 27, 2022 at 10:00 AM

The above noted information must be included on bid envelope and on any carrier's envelope/package. The Brownsville Public Utilities Board will not be held responsible for missing, lost or late mail. Brownsville Public Utilities Board will not accept electronic transmissions or facsimiles of sealed bids.

3. October 7, 2022 – **Mandatory** Pre-Bid Conference at 3:00 PM
4. October 14, 2022 – Deadline to Submit Questions
5. October 21, 2022 – Deadline to Submit Responses to Questions
6. October 27, 2022 - Open bids at 10:15 AM
7. October 27, 2022 through November 4, 2022 - Evaluate bids
8. November 9, 2022 - Deadline to provide final recommendations for Board approval.
9. December 12, 2022 - Send to Utilities Board for formal and possible Contract award approval

- **"Or Equal"**

Brand name and/or manufacturer's references used in this Request are descriptive – not restrictive – they are intended to generally indicate type and quality desired. Brands of like nature and quality will generally be considered. If bidding on other than referenced Specifications, please provide complete descriptive information of said material/equipment article. BPUB also reserves the legal right to specify a "sole source" component if such component is critical for integration to a larger

BPUB assembly and alternative manufactured items will not meet the design and/or performance needs of the BPUB, in BPUB's sole discretion.

- **Pricing**

Bid unit prices on BPUB estimated quantities specified, extend and show total. In case of errors in extension, unit prices expressed in written words and not numerals, shall govern. Prices shall remain firm throughout the Contract.

All fields (UNIT PRICE & TOTAL PRICE) in the Bid Schedule must be filled in. The data must be complete to identify any bidding brand called for specifically.

Failure to submit any of the above information with the sealed bid may disqualify bid as non-responsive.

- **Contractor Representative**

The successful contractor agrees to send a personal representative with binding authority for the company to the Brownsville Public Utilities Board, upon request, to make any minor clarifications or adjustments and/or assist with coordination of all transactions as needed to allow Contract entry.

- **Quality of Products**

All material and equipment items specified must be new, in first class condition, including containers suitable for shipment and storage. No substitutions in standard grades or lesser quality will be accepted.

- **Determining Factors for Award**

1. Price
2. Responsibility of contractor to perform the intended work and responsiveness to the bid request.
3. Compliance with requirements of the Technical Specifications
4. Quality of performance on previous work on similar contracts
5. Recent successful completion of similar projects
6. BPUB financial and legal responsibility evaluations of any identified teaming arrangements involving significant joint ventures, sub-contractors and suppliers
7. Safety record will be considered when determining the responsibility of the bidder

- **Contract with Vendor/Entity Indebted to BPUB**

It is a policy of the BPUB to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to BPUB.

- **Vendor ACH (Direct Deposit) Services**

The BPUB has implemented a payment service for vendors/contractors by depositing the contract payment directly to the contractor's/vendor's bank account. Successful vendor(s)/contractors will

be required to receive payments directly through Automated Clearing House (ACH) in lieu of a paper check. **The awarded vendor must agree to receive payments via ACH (Direct Deposit).**

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 515, aW9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 515. **The W9 or W8 form must be included with bid response.**

- **Taxes**

The City of Brownsville and its Brownsville Public Utilities Board are exempt from Federal Excise Tax, State Tax and local sales Taxes. Do not include any taxes in the bid proposal. If it is later determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished by BPUB upon request.

- **Signing of Bid**

Failure to sign bid will disqualify it. Person signing bid should show title or legal authority to bind their firm to a Contract.

- **EEOC Guidelines**

During the performance of this Contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, sexual preference, marital or veteran status, or physically challenging condition.

- **Living Wage Statement**

On April 16, 2007, the BPUB Board of Directors approved a local "living wage" policy that requires all Contractors and Subcontractors performing 100% Non-Federally funded Work for the BPUB, to pay a minimum wage rate of $8.00/hour. The BPUB requires that all Contractors and Subcontractors comply with this policy. Otherwise, the BPUB adopts the Federal Department of Labor Wage scales for Cameron County on 100% Non-Federally funded projects as specified later herein in the Supplementary Conditions.

- **Contract and Purchase Order**

The services shall be completed in a timely manner as specified in Specifications. A Contract for the services will be placed into effect by means of a purchase order and/or Construction Agreement issued by the Brownsville Public Utilities Board after tabulation and final Contract approval by the Board.

- **Brownsville Public Utilities Board Rights**

    1. If only one or no bid is received by "submission date", the BPUB has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
    2. The right to reject any/or all bids and to make award as it may appear to be advantageous to the Brownsville Public Utilities Board.
    3. The right to hold bid for 90 calendar days from submission date without action, and to waive all informalities in any bid.
    4. The right to extend the total bid beyond the original 90-calendar day period prior to an award, if agreed upon in writing by all parties (BPUB and vendor/contractor) and if bidder/vendor holds original bid prices firm.
    5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within seven (7) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience. (See, General Conditions Article 15)

- **Corrections**

Any interpretation, correction, or change of the Invitation to Bid will be made by written ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department. **Addenda will be emailed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors/contractors to determine whether all Addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB prior to submitting a response to the Invitation to Bid to ascertain if any/all Addenda have been issued, and to obtain any all Addenda, execute them, and return Addenda with the response to the Invitation to Bid. Addenda may also be posted on BPUB's website.

1. RECEIPT AND OPENING OF BIDS:

The Brownsville Public Utilities Board, City of Brownsville, Texas (hereinafter calledOWNER), invites bids on the form attached hereto, all blanks of which must be appropriately filled in, in ink, for Project entitled **B001-23 RE-BID OF THE LABORATORY FACILITY-HVAC REPLACEMENT PROJECT.**

The OWNER may consider informal and non-responsive, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn by vendor/contractor prior to the above scheduled time for the opening of bids or OWNER authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No BIDDER may withdraw a bid within at least ninety (90) calendar days after the actual date of the opening thereof.

2. INSPECTION OF SITE:

Each BIDDER shall visit the Project site of the proposed Work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facility involved, the difficulties and restrictions attending the performance of the Contract. The BIDDER shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the Project site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which Contractor should have been on notice as a result of such a diligent Project site visitation. Visits to the Project site shall be arranged by calling Vicente Guerrero, Laboratory & Cross Connections Control Manager, at telephone no. (956) 983-6357.

3. PREPARATION OF BID AND USE OF SEPARATE BID FORMS:

These Contract Documents include a complete set of bidding documents. The BIDDER shall copy all Documents listed in the table of contents under the heading BIDDING DOCUMENTS and shall submit two sets (original signed and one signed photocopy) of his bid on these forms. A bid shall be comprised of the BIDDING DOCUMENTS completed by the BIDDER plus supplemental information required by the Specifications and Contract Documents.

If any of the information submitted as part of the bid is considered to be proprietary by the BIDDER, he shall conspicuously identify such intended confidential information in his bid. BPUB is subject to the provisions of the Texas Public Information Act and cannot legally guarantee confidentiality of submittals and may need to consult with its legal counsel and the Texas Attorney General in rendering decisions on any requested disclosures.

a) Preparation. Each bid shall be carefully prepared using the bid and bid data forms included as a part of the bidding documents. Entries on the bid and bid data forms shall be typed, using dark black ink, or legibly written in black ink. All prices shall be stated in written words and numeric figures, except where the forms provide for figures only. In case of discrepancy, especially in any sum total extensions, the amount shown in written words will generally prevail over numeric unit prices.

   The BIDDER shall acknowledge, in the space provided in the bid form, receipt of each Addendum issued for the Specifications and Documents during the bidding period.

   The BIDDER shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe Work, materials and equipment covered by the bid, and shall attach such supplemental information to the copies of the Specifications and documents submitted.

b) Signatures. Each BIDDER shall sign the bid with his usual signature and shall give his full business title and address. The BIDDER's corporate name stated on the bid

shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Bids by partnerships shall be signed with the partnership name followed by the signature and designation title/officer of one of the partners or other authorized representatives. A complete list of the partners shall be included with the bid.

Bids by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the "president," "secretary," or other legally appropriate person authorized to bind the corporation.

A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation, without disclosing his principal corporation, will be rejected. Satisfactory evidence of the legal authority of the officer signing on behalf of the corporation shall be furnished. Bidding corporations shall designate the state in which they are incorporated and the address of their principal office.

c) Submittal. The original signed bid (and its accompanying photocopy) shall be transmitted to arrive at the designated BPUB address not later than the date and time stipulated in the Legal Notice and Invitation to Bid.

Submit the original signed bid (and its accompanying photocopy) to:

Brownsville Public Utilities Board
1155 FM 511
Olmito, Texas 78575
Attention: Ms. Diane Solitaire
Purchasing Department

Each bid must be submitted in duplicate as stated above (original signature and photocopy), in a sealed envelope bearing on the outside the name of the BIDDER, his address, and the name of the Project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid itself must be enclosed in another mailing envelope addressed as specified in the bid form.

4. METHOD OF BIDDING: UNIT PRICE AND LUMP SUM.

Prices shall be firm, not subject to qualification, condition or adjustment. Prices shall be in United States dollars. Prices shall be lump sum, except where unit prices are requested by the bid forms. When unit price items are required by the bid, the unit prices for each of the several items in the bid of each BIDDER shall include its pro-rata share of overhead, so that the sum of the products obtained by multiplying the quantity shown for each item, by the unit price bid, represents the total bid. Any bid not conforming to that requirement may be rejected as informal and non-responsive. The special attention of all BIDDERS is called to this provision, (See: General Conditions paragraph 11.9) for should conditions make it necessary to revise any unit price quantities, generally, a fifteen (15%) percent plus or minus tolerance quantity limit will be fixed for such increased or decreased quantities for which no extra compensation will be allowed, provided the

net monetary value of all such additive and subtractive changes in quantities of such items of work pursuant to public competitive bidding statutes (i.e., difference in cost) shall not cumulatively increase or decrease the original Contract Price by more than twenty-five (25%) percent. A proposed decrease only, that exceeds twenty-five (25%) percent of the original Contract Price must be agreed to in writing in advance by the Contractor.

5. DISCLOSURE BY BIDDER:

Each BIDDER shall submit with the bid documents, on the form furnished for that purpose, his Pre-Bid Disclosure Statement showing his experience record in performing the type of work embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the OWNER, a detailed financial statement. The OWNER shall have the right to take such steps as it deems necessary, including telephonic contact to other owner references, to determine the ability and responsibility of the BIDDER to perform his obligations under the Contract and the BIDDER shall be responsive in furnishing the OWNER all such information and data for this purpose as it may request. OWNER reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the OWNER that the BIDDER is responsible to properly carry out the terms of the Contract. This shall also apply to any proposed subcontractor(s).

6. SUBCONTRACTS:

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER, and that a Pre-Bid Disclosure Statement for each proposed subcontractor must also be submitted with the bid documents.

7. BID SECURITY:

Each bid must be accompanied by a certified or cashier's check, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the BIDDER as principal, and having as surety therein a surety company approved by the OWNER, and authorized to do business in the State of Texas, in the amount of not less than five (5%) percent of the total bid amount, but not less than $2,500.00. Such checks, or bid bonds will be returned to all except the three lowest BIDDERS within fifteen (15) calendar days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the OWNER and the accepted successful BIDDER have executed the Contract or if no award has been made, within Ninety (90) calendar days after the date of the opening of bids. The bid security will be returned upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. ADDENDA AND INTERPRETATIONS:

No oral interpretations by OWNER and its representatives shall be binding upon OWNER as to the meaning of the Plans, Specifications, Contract Documents, or other pre-bid documents.

Every request for such interpretation should be made in writing, addressed to Diane Solitaire, BPUB Purchasing Department. Any interpretation, correction, or change to the Invitation To Bid will be made by ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department only and will be on file at the BPUB Department mentioned above. Addenda will be emailed to all who have returned the acknowledgement form. Addenda will be issued as expeditiously as possible. It is the BIDDER's responsibility to inquire as to any Addenda issued and failure of any BIDDER to receive any such Addenda or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Addenda may also be posted on BPUB's webpage.

Exceptions or conditional qualifications by the BIDDER to the Plans, Technical Specifications, Contract Documents, or other pre-bid documents will not be permitted at the time of submitting the Bid Documents to the OWNER, and any exceptions or conditional qualifications taken by BIDDER, will automatically deem the bid conditional and non-responsive and subject to OWNER rejection.

9. FACSIMILE MODIFICATION:

Any BIDDER may modify (not originally submit) his bid by facsimile communication at any time prior to the scheduled bid closing time for receipt of bids, provided such communication is received by the OWNER, in the BPUB Purchasing Department, prior to the bid closing time, and provided further, the OWNER is satisfied that a written confirmation of the facsimile modification, over the original signature of the BIDDER, was also mailed prior to the bid closing time. The facsimile communication should not reveal the total bid price, but only should provide the clarification, addition or subtraction, or other modification, so that the final bid prices or terms intended will not be known by the OWNER, until the original sealed bid is opened and the Bidder's intended modification computed by OWNER.

Revised bids submitted before the opening of bids, whether forwarded by mail or facsimile, if representing an increase in excess of two percent (2%) of the original bid submittal, must have the bid security (bid bond or check) adjusted accordingly; otherwise the bid will not be considered responsive.

If the written and originally signed confirmation of a bid revision is not received within three (3) calendar days after the bid closing time, no consideration will be given to any proposed adjustment contained in the facsimile modification.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the advertised hour of opening will be securely kept sealed by BPUB. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the public reading of all other bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the BIDDER was not responsible, such bid will be received and considered.

BIDDERS are cautioned that, while facsimile modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection for non-responsiveness.

11. OPENING OF BIDS:

At the time and place fixed for the public opening of bids, the OWNER will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. BIDDERS and other persons properly interested in a bid (subcontractors, suppliers, etc.) may be present, in person or by representative, but shall carry identification and present same to BPUB as requested.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written, facsimile or electronic transmission request dispatched by the BIDDER in time for delivery in the normal course of business prior to the time fixed for bid opening; provided, that written confirmation of any facsimile withdrawal over the signature of the BIDDER is placed in the mail and postmarked prior to the time set for bid opening. The bid security of any BIDDER withdrawing the bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT OR REJECTION OF BIDS:

The Contract will be awarded to the responsive and responsible BIDDER submitting the lowest bid complying with the conditions of the Legal Notice and Invitation for Bids. The BIDDER to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all bids and to waive any informality in bids received, whenever such rejection or waiver is in BPUB's interest.

The OWNER reserves the right to consider as not responsible, any BIDDER who does not habitually perform with his own forces the major portions of the Work involved in construction of the improvements embraced in this proposed Contract. This provision is meant to prevent wholesale assignment and "brokering" of awarded contracts.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND:

Subsequent to the Notice of Award and within ten (10) calendar days after the prescribed forms are presented for signature, the successful BIDDER shall execute and deliver to the OWNER an Agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful BIDDER shall, within the period specified in the preceding paragraph, furnish a Performance Bond and Payment Bond, in accordance with the following parameters:

a.) For a Contract in excess of $100,000.00, a Performance Bond shall be executed in the full amount of the Contract, conditioned upon the faithful and timely performance of the Work in accordance with the Plans, Specifications, and Contract Documents. Said Bond shall be solely for the protection of the OWNER.

b.) For a Contract in excess of $50,000.00, a Payment Bond shall be executed in the full amount of the Contract, solely for the protection of all proper claimants supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant perfecting a proper and timely claim. Payment Bonds are required under Texas law, since no mechanics' liens are allowed against BPUB's public property assets.

When bonds are required, they shall serve as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted to for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the Work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas and appearing on the most recently issued (as of the date of bid opening) federally qualified U. S. Treasury Circular 570 List of Approved Sureties.

The failure of the successful BIDDER to execute such Agreement and to supply the required bonds and insurance certificates within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant in writing, based upon reasons determined sufficient by the OWNER, shall constitute a default, and the OWNER may either award the Contract to the next lowest responsive and responsible BIDDER, or re-advertise for bids, and may charge against the defaulting BIDDER the difference between the amount of the defaulted bid and the amount for which a final Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting BIDDER shall have no claim against the OWNER for a bid bond refund.

15. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful BIDDER, upon his failure or refusal to execute and deliver the Contract, Bonds and insurance certificates required within ten (10) calendar days after he has received BPUB notice of the acceptance of his bid, shall forfeit to the OWNER, as mutually agreed to liquidated damages (and not as a penalty) for such failure or refusal, the security provided in the bid bond or otherwise deposited with his bid.

16. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

BIDDER agrees by submission of his bid that PERFORMANCE TIME IS OF THE ESSENCE OF THIS CONTRACT and further agrees to commence Work on the date to be specified in a

BPUB written "Notice to Proceed" issued by the OWNER and to Substantially Complete the Project as provided in Article 3 of the Construction Agreement.

BIDDER agrees by submission of his bid to pay as mutually agreed to liquidated damages, and not as a penalty, the sum as provided in said Construction Agreement, Article 3.

17. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the Contract Documents and Specifications which address the following:

A. Access to Work - Inspection and testing of materials.
B. Insurance requirements.
C. Indemnification by Contractor
D. Wage and Hour Provisions.
E. State Sales and Use Tax Exemption Provisions.
F. Subsurface Geologic Conditions.
G. Certification Regarding Debarment, Suspension and other Responsibility Requirements (EPA 5700-49).

18. LAWS AND REGULATIONS:

The BIDDER's attention is directed to the fact that all applicable federal, State and local laws, statutes, ordinances, codes and the rules and regulations of all authorities having jurisdiction over construction of the Project, as may be periodically amended, shall apply to the Contract throughout, and they will be mutually deemed to be included in the Contract, the same as though herein written out in full.

19. EQUAL EMPLOYMENT OPPORTUNITY:

Attention of BIDDERS is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, religion, gender, age, sexual preference, physically challenging condition or national origin.

Equal Opportunity in Employment - All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Bidders will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR, Part 60. The requirements for bidders and contractors under this order are explained in the General Conditions.

20. PRE-BID CONFERENCE:

A virtual or in-person pre-bid meeting between the OWNER, prospective bidders, suppliers, etc., will be held to answer any questions concerning the Work. No Addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written Addendum will be issued by the OWNER to all pre-bid conference attendees. The pre-bid meeting will be

held at the place, time and date indicated in the Legal Notice. Attendance at the Pre-Bid Conference is **MANDATORY** for prospective bidders.

21. SUBMITTAL OF TRENCH SAFETY DESIGN: (RESERVED)

For Work involving excavations generally deeper than five (5) feet within narrow trenches, the apparent low BIDDER shall provide the OWNER with a Trench Safety System Plan and a certificate signed and sealed by a Registered Professional Engineer licensed by the State of Texas, within twenty-one (21) calendar days after the date of the opening of Bids prior to award of the Contract. Failure to timely comply may disqualify BIDDER.

22. INFORMATION TO BE SUBMITTED WITH BID:

Each BIDDER shall submit with his bid, the following:

a) Equipment and Materials. In addition to the information submitted on the bid and bid data forms, each BIDDER shall submit all specifications, preliminary drawings, and similar descriptive information necessary to describe completely the equipment and materials he proposes to furnish.

The bid shall be based on using new equipment and materials, which comply with the Specifications and Contract Documents in every respect, unless existing equipment is specifically noted by OWNER for reuse. If alternate or "equal" equipment and materials are indicated in the bid, it shall be understood that the OWNER will have the option of selecting any one of the alternates so indicated and such selection shall not be a cause for extra contractor compensation or extension of time. OWNER specifically reserves the legal right to specify "sole source" equipment or materials in the Specifications when unique circumstances warrant.

b) Contractor's Field Organization and Safety Record.

(i) An organization chart showing the names of field management, supervisory, technical personnel, and number of employees/workforce available and the details of the management, supervisory, and technical organization which he proposes to use for this Project. The successful BIDDER's organizational concept will be subject to the review and acceptance of the OWNER.

(ii) The experience record of the Contractor's field superintendent(s) shall be submitted with the bid.

(iii) The Contractor's job-safety record summary for the previous five (5) years

(iv) The two most recent year's independently audited Financial Statements

(v) List of three (3) projects completed by CONTRACTOR of both similar size and scope over the past five (5) years

23. PREFERENCE LAW:

Bid evaluations will take into consideration any Preference Laws of the State of Texas, and any reciprocity laws of other states as they may be addressed by current Texas law.

24. SUBSURFACE GEOLOGIC CONDITIONS:

Each BIDDER shall be responsible for determining prior to bidding, the types of subsurface materials which will be found. If test borings have been made on the Project site by the BPUB or its consultants, the locations and logs of the test borings are bound as an appendix to these Specifications and Documents.

It is to be expressly understood and acknowledged by the BIDDER, that any information on subsurface geology made available by OWNER for BIDDER'S convenience shall **not be a part of the Contract Documents and there is no expressed or implied guarantee of the data given, nor of the interpretation thereof.**

All excavation for this Project will be unclassified and the BIDDER shall be responsible for investigating and satisfying himself of subsurface geologic conditions (including the presence or likelihood of encountering soils requiring dewatering, rock or rock-like materials) prior to submitting his bid, which shall include any and all costs BIDDER associates with avoiding, managing or removing said subsurface geologic conditions without claim for extra compensation against OWNER.

Should BIDDER desire to perform on-site investigations prior to submitting his bid, he is required to notify the OWNER of such intentions and obtain OWNER's written permission not less than 48 hours prior to performing the investigation. BIDDER is responsible for obtaining all related insurance and necessary permits from all sources.

25. DISPOSAL OF EXCESS MATERIALS:

After completion of this Project there may be in some instances an excess of spoil material or waste material left over. In such cases where there is an excess of material, BIDDER shall load and haul it away from the job site and dispose of it in a legal manner so as not to: trespass; adversely impact any protected wetlands; adversely impact the 100 year flood plain; adversely impact any endangered species; or otherwise create drainage diversions or impoundments. No extra remuneration for this Work will be allowed.

26. EROSION AND SEDIMENT CONTROL MEASURES:

The BIDDER is expected to conduct his Work in such a manner as to minimize any soil erosion or sediment runoff from the construction site. Earth cuts and fills shall have smooth, flat side slopes, as generally indicated on the PLANS, to preclude erosion of the soil. Such operations should be timed consistent with the actual need for doing the Work and only to leave raw, unprotected surfaces for a minimum of time.

Existing lawns are to remain intact as far as practical. Such areas as are disturbed shall be duly restored by the BIDDER to as good as or better than original condition using the same type of grass, shrubs, or cover as the original. The BIDDER shall be responsible for correcting any erosion that occurs at his sole cost without claim for extra compensation.

As construction progresses, and in accordance with State and federal laws regulating stormwater runoff and management from construction sites greater than five acres in size, if applicable, (See: Section 405 of the Water Quality Act of 1987, Section 402(P) as amended), and at locations where erosion with sediment runoff occurs or is likely to occur, the BIDDER shall construct temporary ditches, perimeter siltation screens, retainage levees, drains, inlets, or other works to manage, prevent, or correct the possible conditions. Upon completion of the Work, such facilities shall be removed by contractor.

During construction, the BIDDER shall take the necessary precautions to see that erosion is controlled and sediment runoff is prevented so as to protect the quality of any neighboring water bodies.

27. SAFETY PROVISIONS:

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the OWNER, public, and any job site working personnel, will be mitigated. In addition to any other requirements of the Contract Documents, the BIDDER shall be responsible for familiarity and compliance with all Federal (OSHA), State, railroad and local safety rules, laws and requirements.

28. PROTECTION OF PROPERTY AND EXISTING UTILITIES:

Within developed areas, all public and private property along and adjacent to the BIDDER'S operations, including roads, driveways, lawns, yards, shrubs, drainage gradients, and trees, shall be adequately protected, and when damages occur, they shall be repaired, replaced, or renewed or otherwise put in a condition equal to, or better than, that which existed before the BIDDER caused the damage or removal.

An attempt has been made by BPUB and the ENGINEER to locate and show all known existing utilities on the PLANS, but the possibility remains strong that some underground utilities may exist that have not been shown. The BIDDER, through mandatory contact with local utility owners, shall keep himself informed and take such precautions as necessary to avoid utility damage and unsafe working conditions for employees.

29. WAGES AND HOURS:

The most recent wage rate determination from the U.S. Department of Labor for Cameron County, Texas as amended within the previous three (3) years and as locally adopted by the BPUB, is a part of the Supplementary Conditions and controls minimum wage, hour and any fringe benefits, with the exception that no wage shall be paid below $8.00 as established locally by the BPUB.

A copy of the appropriate (building and/or heavy/highway) wage rate schedule(s) must be posted at the job site in both English and Spanish and kept posted in a conspicuous place on the site of the Project at all times during construction. The BIDDER shall familiarize himself with the included General and Supplementary Conditions Section entitled "Wage and Labor Standard Provisions - 100% Non-Federally Funded Construction." Copies of the current pre-bid wage rate

schedule(s) are included in the Contract Documents, but the responsibility for initial posting and keeping same posted, rests upon the BIDDER.

30. WARRANTY/GUARANTEE:

The BIDDER shall warranty and guarantee the Work, equipment, and materials for a period of at least one (1) year after date of final acceptance in writing by the OWNER. The Chiller Manufacturer shall provide a full machine parts, labor, oil and refrigerant warranty **of five years**. Warranty shall start the date of the substantial completion certificate.

During these periods, the BIDDER shall make any repairs and/or replacements of defective equipment and materials and corrections of Work due to poor workmanship or manufacturing, all as may be required for full compliance with the General Conditions, Plans and Specifications. This combined workmanship quality guarantee, and minimal equipment and materials warranty, shall apply to all matters reported by the OWNER in writing within said one (1) year period and this post-construction guarantee/warranty period shall be included in the coverage period set forth in the Performance Bond.

31. STATE SALES AND USE TAX EXEMPTION:

Pursuant to 34 Texas Administrative Code 3.291, in order for the Brownsville PUB to continue to benefit from its status as a State Sales and Use Tax Exempt Organization. Construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be physically incorporated into the Project realty, from the total Contract Price. Under the "separated contract" format, the Contractor in effect becomes a "seller" to the Brownsville PUB of materials that are to be physically incorporated into the Project realty. As a "seller", the Contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The Contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to the Brownsville PUB, which is a sales tax exempt entity under UTCA Tax Code Section 151.309(5). Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and/or consumed during Project Work (gas, oil, rental equipment), but that are not physically incorporated into the Project realty. Such items are generally not tax exempt. Contractors that have questions about the implementation of this statute are asked to inquire directly with the State Comptroller of Public Accounts, Tax Administration Division, State of Texas, Austin, Texas 78774. Bidders will not include any federal taxes in bid prices since the City of Brownsville and Brownsville PUB are exempt from payment of such federal taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the Contractor through the regional offices of the State Comptroller of Public Accounts.

BID
B001-23
BPUB Purchasing Department
1155 FM 511
Olmito, Texas 78575
Due: October 27, 2022 at 10:00 AM

Bid of_____hereinafter called BIDDER, a corporation organized and existing under the laws of the State of_____, or, a partnership, or an individual doing business as_____.

To the Brownsville Public Utilities Board of the City of Brownsville, Texas, hereinafter called OWNER.

Gentlemen:

The undersigned BIDDER, in compliance with your Invitation to Bid for the **RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT**, having read and examined the Plans and Specifications with related Contract Documents and visited the site of the proposed Work, and being familiar with all of the federal, state and local conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the Total Base Bid Amount prior to OWNER options on additive/deductive alternates of: (in words and numeric figures)

_____

_____. These price(s) are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this bid is a part. These price(s) are firm and shall not be subject to adjustment, provided this Bid is accepted by OWNER within ninety (90) calendar days after the time set for BPUB receipt of bids.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the OWNER, and to then fully complete the Project within the times established in Article 3 of the Construction Agreement. BIDDER further agrees to pay as liquidated damages, not as a penalty, for failure to do so, the sum(s) established in Article 3 of the Construction Agreement.

BIDDER agrees to perform all Work for which he contracts as described in the Technical Specifications and as shown on the Plans, for the prices indicated on the following Bid Form.

BID SCHEDULE
B001-23
BROWNSVILLE PUBLIC UTILITIES BOARD

COMPANY NAME: _____

SOLICITATION: **B001-23 Re-Bid of the Laboratory Facility HVAC Replacement Project**

The Bidder, in compliance with the Invitation for Bids for the **RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT,** having examined the scope of work and written Specifications, hereby proposes to furnish construction services for the following Unit prices and lump sums.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages.

BPUB LABORATORY FACILITY HVAC REPLACEMENT PROJECT

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	**Mobilization:** Move-in and set-up including all bonds, insurance, permits, and demobilize, complete as specified (5% maximum of total base bid)	LS	1		$ -
2	**Removal of Existing Air-Cooled Chillers, ACC-1 & ACC-2:** Disconnect electrical, controls and chilled water piping, remove and properly dispose of existing chillers and chilled water piping located outside on the northside of the building.	LS	2		$
3	**Installation of New Air-Cooled Chillers:** Furnish and install a new York air-cooled chiller, YLAA0065HE, including control panel, service isolation valves, equipment, BACnet integration, flow switch + extension kit, thermal dispersion flow switch, low sound fans with VSD control, 410A refrigerant, post coated dipped epoxy condenser corrosion protection condensers, metal louvered enclosure with hail guard protection condenser coils, wire protection panels compressor section, electrical, controls and water piping and reconnections, insulation, crane service and all associated parts, tools. All work must meet current and applicable building and manufacturer regulations and standards, commission, Test, Adjust and Balance (TAB).	LS	2		$ -
4	**Removal of Existing Air Handlers AHU-1 and AHU-2 and VFDs:** Disconnect electrical, controls and water piping, remove and properly dispose of existing air handler units located in the exterior mechanical rooms.	LS	2		$ -
5	**Installation of New Air Handler AHU-1 and New VFD:** Furnish and install a new York Air Handler Unit, XTI-30x39, 1800 CFM, galvanized exterior gauge and stainless steel interior gauge, including new control panel in exterior mechanical room, 3-way chilled water valve and actuator (DDC) and commission thru JCI automation and insulation. Includes all new equipment and all associated electrical, controls, conduits, water piping modifications, parts, tools and supplies necessary for complete installation. Tie-in electrical to motor and new VFD with required conduit and wire. Reinstall differential pressure sensors, temperature sensors and JCI automation devices commission to JCI automation. Fabricate and tie-in new metal duct to supply and return. All work must meet current and applicable building and manufacturer regulations and standards, commission, TAB.				
6	**Installation of New Air Handler AHU-2 and New VFD:** Furnish and install a new York Air Handler Unit, XTI-45x72, 6620 CFM, galvanized exterior gauge and stainless steel interior gauge, including new control panel in exterior mechanical room, 3-way chilled water valve and actuator (DDC) and commission thru JCI automation and insulation. Includes all new equipment and all associated electrical, controls, conduits, water piping modifications, parts, tools and supplies necessary for complete installation. Tie-in electrical to motor and new VFD with required conduit and wire. Reinstall differential pressure sensors, temperature sensors and JCI automation devices commission to JCI automation. Fabricate and tie-in new metal duct to supply and return. All work must meet current and applicable building and manufacturer regulations and standards, commission, TAB.	LS	1		$ -
7	**Removal of Existing Chilled Water Pumps, CWP/S, CWP/R:** Disconnect electrical, controls and water piping, remove and salvage for the owner.	LS	2		$
8	**Installation of New Chilled Water Pumps, CWP/S, CWP/R:** Furnish & Install new chilled water pumps, 7.5 HP, end suction, connect electrical, controls and mechanical piping for complete installation, Commission, TAB.	LS	2		$
9	**Remove and Replace All Chilled Water Supply/Return Lines:** Remove all above ground chilled water lines in their entirety and furnish new CHW S/R piping, valves, gauges, fittings, insulation systems, pipe supports, restraints, and any other pertinent item to make the system complete and operable. Cap existing underground chilled water piping at ground level. Route exterior chilled water piping above ground (10' height) with pipe supports; route through CMU wall into bldg attic & hang with truss hanger supports towards AHU-1 and AHU-2.	LS	1		$
10	**Removal of Existing Lab and Office VAVs, VMAs, Supply and Return Ducts and Grilles:** Remove and dispose of all supply and return duct and grilles.	LS	1		$ -
11	**Installation of New Lab & Office VAVs, VMAs, Supply and Return Ducts:** Furnish and Install New Supply and Return Ducts, Grilles, external duct wrap insulation and back of supply air grilles, (7) VAV Boxes and (7) VMA Controllers and commission to latest upgrade of Metasys automation, DDC programming, test all zone sensors, Test, Adjust and Balance with final report.	LS	1		$ -
12	**Removal of Lab Exhaust and Make-Up Air Ducts and Roof Exhaust Fans:** Remove and properly dispose of existing make-up air and exhaust fan units from the lab ventilation system. Remove existing grilles from the existing hood.	LS	1		$ -

13	**Installation of New Lab Exhaust and Make-Up Air Ducts and Roof Exhaust Fans:** Furnish and install a new 316 Stainless Steel lab exhaust and make-up units system, connecting to new fume hoods. Equipment must be Greenheck or Approved Alternate. Work shall include the addition of two new lab control exhaust fans on the roof with stainless steel cabinet, and a total of eight (8) sensors and variable frequency drives for the fans to achieve demand control ventilation. Includes all new equipment, grilles, and all associated parts, tools and supplies necessary for a complete installation. All work must meet current and applicable building and manufacturer regulations and standards, Commission, TAB.	LS	1		$ -
14	**Remove and Replace Air Separator System, Expansion Tank and Chemical Treatment Systems per schedules.** Remove and properly dispose of existing equipment, piping, valves, gauges, fittings, etc., and furnish with new for a complete operating system.	LS	1		$
15	**Allowance - Owner Contingency:** Contractor shall include in the following sums as a contingency to cover the cost of hidden, concealed or otherwise unforeseen conditions which develop during completion of the work. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Engineer. Owner will not be obligated to pay the cost of any work performed without prior written authorization. The Contractor's overhead and profit relative to this contingency sum and work performed in accordance herewith, shall be included in the total Base Proposal price, but not included in the contingency sum. Un - expended balance of contingency sums shall revert to the Owner in the final settlement of the Contract.	LS	1	$50,000.00	$50,000.00
16	**Install New Electrical Conductors and Grounding for Chiller Equipment.** Furnish and install new power and control conductors from new chiller location to existing chiller control panels and associated above ground aluminum rigid conduits, install ground wells, ¾”x10’ ground rods with exothermic welds, and connect to panel ground bus and tie-into slab steel reinforcement and chiller equipment.	LS	1		$
				TOTAL BASE BID AMOUNT: BID ITEMS 1 - 16	**$ -**

ADDITIVE ALTERNATE: Reinforced Concrete Slab for Chillers Equipment

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
A-1	**Installation of Reinforced Concrete Slab (40’x15’) for Chillers:** Sawcut and Demo existing asphalt pavement, excavate, furnish, install and compact 8” limestone subgrade, set perimeter forms, excavate 18” perimeter and (2) -18” intermediate grade beams, install steel reinforcement for grade beams and slab, place 4000 psi concrete, and provide a broom finish, per plan details.	LS	1		$
				TOTAL ADDITIVE ALTERNATES BID AMOUNT: BID ITEM A-1	**$ -**

BID SUMMARY

TOTAL BID AMOUNT = TOTAL BASE BID (Items 1-16) + TOTAL ADDITIVE ALTERNATE (Items A1) = $_____

**Quantities are not guaranteed. Final payment will be based on actual quantities.

TOTAL BID AMOUNT:

(Use Words to Write Total)

NOTE: Quantities are estimated. The Brownsville PUB reserves the right to increase or decrease quantities as allowed by Texas law (plus or minus twenty-five (25%) percent and as deemed necessary by OWNER, without impacting the quoted unit prices. Prospective bidders are encouraged to visit and assess the existing Project site and structures prior to submitting a bid.

BIDDER Acknowledges receipt of the following Addenda:

_____

_____

_____

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the Work at the Project site with his own forces and that specific portions of the Work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Work Subcontracted	Name of Subcontractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bid amounts are to be legibly shown in both words and figures. In case of discrepancy, the unit price amount written in words will govern.

The above lump sum and unit prices shall include all labor, materials, excavation, bailing, shallow groundwater dewatering, shoring, removal, backfill, overhead, profit, insurance, etc., to cover the finished Work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding and to elect to opt for any additive or deductive alternates in arriving at a final Contract price.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening.

The undersigned hereby declares that only the persons or firms interested in the bid as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company, or entities likewise submitting a bid or bid; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal Contract attached within ten (10) calendar days and deliver the Bonds and Insurance Certificates as required under the GENERAL CONDITIONS. The Bid security attached in the sum of _____ ($_____) is to become the property of the OWNER in the event the Contract, Bonds, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby; otherwise the Bid security will be returned upon the signing of the Contract and delivering the approved Bonds and Insurance Certificates.

Seal affixed here if BID is by a Corporation:
Respectfully submitted,

By:_____
Signature **(Failure to sign disqualifies bid)**

_____
Title

_____
Address

_____

Attest:_____

BID BOND

STATE OF §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF §

THAT WE, the undersigned, _____ _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the BROWNSVILLE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS, Obligee, as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID attached hereto and hereby made a part hereof to enter into a Contract in writing, for construction of the **RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the form of Construction Agreement attached hereto (properly completed in accordance with said BID) and shall timely furnish any Payment and Performance Bonds required for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall timely furnish proper Insurance Certificates, and shall in all other respects perform the Agreement created by the BPUB acceptance of said BID,

then this obligation shall be void. Otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BID BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto legally set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their legally authorized officers, the day and year first set forth above.

Signed, this_____day of_____, 2022.

_____
Principal

_____
Surety

By:_____

IMPORTANT - Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas, and be currently listed as approved federal sureties in the most recently issued (as of the date of bid opening) edition of the U. S. Treasury Circular 570.

CONTRACTOR'S
PRE-BID DISCLOSURE STATEMENT

All questions must be answered or your bid may be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized**. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional relevant information he desires.

1. This Pre-Bid Disclosure Statement is submitted to the Brownsville Public Utilities Board by: _____
a Corporation,__ a Partnership,____a Texas Joint Venture, or an Individual.
Address:_____Contractor's Telephone #: _____
City _____ State _____ Zip Code_____

2. Years in business under present business name: _____

3. Years of experience in construction work of the type called for in this Contract as: A General Contractor_____, A Subcontractor_____.

4. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owners Name and Address	Amount

5. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owners Name and Address	Amount

6. Have you ever failed to complete any work awarded to you?
___ Yes_____No. If "Yes", state where and why. _____

7. Are you at present in any binding arbitrations and/or lawsuits involving construction work of any type?
___ Yes____No. If "Yes", explain: _____

8. Explain in detail the manner in which you have inspected the work and jobsite proposed in this contract:_____

9. Explain in detail your plan or layout for performing the work proposed in this contract:

10. If this contract is awarded to you, your company's office administrative manager for the work will be Mr. (Ms.) _____, and your resident construction superintendent will be Mr. (Ms.)_____.

11. What experience in this type of work does the individual designated as resident superintendent above have? _____

12. What portions of the work do you intend to subcontract?_____

13. What equipment do you own or lease that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

14. Have you received firm offers from all suppliers or manufacturers for all major items of material and/or equipment within the Base Bid Amount used in preparing your bid? Yes No

15. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $_____Bank Reference: _____

Bonding Capacity available: $_____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by either the Owner's Engineer or Owner in verification of the recitals comprising this Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this____day of _____, 20_____.

By: _____

Title:_____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this____day of_____, 20_____.

_____
Notary Public
My commission expires: _____

SUBCONTRACTOR'S
PRE-BID DISCLOSURE STATEMENT

All Subcontractor questions must be answered or the General Contractor's Bid may be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized**. If necessary, questions may be answered on separate attached sheets. The prospective Subcontractor may submit any additional relevant information he desires.

1. This Pre-Bid Disclosure Statement is submitted to the Brownsville Public Utilities Board by: _____

__ a Corporation, a Partnership, a Texas Joint Venture, or an Individual.

Address:_____Contractor's #: _____
City_____State_____Zip Code_____

2. Years in business under present business name: _____

3. Years of experience in construction work of the type called for in this Contract as: A General Contractor ____ _, A Sub-contractor_____.

4. Have you ever previously worked as a subcontractor for this General Contractor? _____ Yes;__No; If yes, list three most recent projects in which your company has served as a subcontractor to this General Contractor.

_____
_____
_____

5. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owners Name and Address	Amount

6. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owners Name and Address	Amount

7. Have you ever failed to complete any work awarded to you?
___ Yes_____No. If "Yes", state where and why. _____

8. Are you at present in any binding arbitrations and/or lawsuits involving construction work of any type?
___ Yes____No. If "Yes", explain: _____

9. Explain in detail the manner in which you have inspected the work and jobsite proposed in this contract:_____

10. Explain in detail your plan or layout for performing the work proposed in this contract:

11. If this subcontract is awarded to you by the general contractor, your company's office administrative manager for the work will be Mr. (Ms.)_____, and your resident construction superintendent will be Mr. (Ms.) _____.

12. What experience in this type of work does the individual designated as resident superintendent above have? _____

_____

_____

13. What portions of the work do you intend to subtier subcontract?

_____

_____

_____

_____

_____

14. What equipment do you own that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

15. Have you received firm offers from suppliers or manufacturers for all major items of material and/or equipment within the price totals used in preparing your subcontractor bid?
__ Yes _____No

16. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $_____ Bank Reference:_____

Bonding Capacity available: $_____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by either the Owner's Engineer or Owner in verification of the recitals comprising this Subcontractor Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this_____day of _____, 20_____.

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this_____day of_____, 20_____.

_____
Notary Public
My commission expires: _____

REQUIRED FORMS CHECKLIST

The following documents are to be submitted as a part of the Bid/RFP/RFQ document

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES ☐	NO ☐
Required Forms (if applicable)	Acknowledgement Form	☐	☐
	Debarment Certificate	☐	☐
	Ethic Statement	☐	☐
	Conflict of Interest Questionnaire	☐	☐
	Residence Certification Form	☐	☐
Special Instructions (if applicable)	Bid Schedule/Cost sheet completed and signed	☐	☐
	Cashier Check or Bid Bond of 5% of Total Amount of Bid	☐	☐
	OSHA 300 Log	☐	☐
	Contractor Pre-Bid Disclosure completed, signed and notarized	☐	☐
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized	☐	☐
		☐	☐
References	Complete the Previous Customer Reference Worksheet for each reference	☐	☐
Addenda		☐	☐
		☐	☐

Prospective Bidders are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Bidders and Pre-Bid Disclosure Statement. When BPUB evaluates the Bids, it reviews indices regarding the prospective contractors' responsibility to perform the project based upon prior job performances for BPUB and other public owners. Additionally, BPUB carefully reviews the prospective contractors' responsiveness to the BPUB Bid Advertisement. Bidders should thoroughly check their submittal for completeness prior to responding to BPUB. Do not imbalance your Bid line items to overload portions of the work. Remember to answer all written questions in the Pre-Bid Disclosure Statement and then notarize it when signing. Bidders are often required to submit OSHA 300 Logs from prior job performance records as well. BPUB can, has, and will reject Bids that fail the responsibility and/or responsiveness standards so as to protect the integrity of the bidding process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

ETHICS STATEMENT
(Complete and return with bid)

The undersigned bidder, by signing and executing this bid, certifies and represents to the Brownsville Public Utilities Board that bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this bid; the bidder also certifies and represents that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid, the bidder certifies and represents that bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this bid on the basis of any consideration not authorized by law; the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Brownsville Public Utilities Board in return for the person having exercised their person's official discretion, power or duty with respect to this bid; the bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Brownsville Public Utilities Board in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

THE VENDOR/CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS BID.

I have read all of the specifications and general bid requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: ___

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE BID SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED BID MAY ALLOW THE OWNER TO REJECT A BID AS NON- RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
(Complete and Return with Bid)

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
b) Have not within a three (3) year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
d) Have not within a three (3) year period preceding this bid had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a $10,000.00 or imprisonment for up to five (5) years, or both.

_____
Name and Title of Authorized Representative (Typed)

_____ _____
Signature of Authorized Representative Date

□ I am unable to certify to the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY & SUBMITTED WITH BID RESPONSE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

In accordance with Chapter 2252 of the Texas Government Code, the following will apply. The pertinent portion of the Code has been extracted and is as follows:

Section 2252.001

(3) "Nonresident bidder" refers to a person who is not a resident of Texas.

(4) " Resident bidder " refers to a person whose principal place of business is in this State, including a contractor whose ultimate parent company or majority owner has its place of business in this State.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:
(1) The state in which the nonresident's principal place of business is located; or
(2) A state in which the nonresident is a resident manufacturer.

I certify that_____(Company Name) is **a resident Texas bidder** as defined in Section 2252.001(4) of the Texas Government Code.

Signature: _____

Print Name: _____

I certify that_____(Company Name) is a **nonresident bidder** as defined in Section 2252.001(3) of the Texas Government Code and our principal place of

business is:_____
(City and State)

Signature: _____

Print Name: _____

Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:

Name of Company Performing Referenced Work:

What was the Period of Performance?		What was the Final Acceptance Date?
From: To:		
Dollar Value of Contract? $_____		What Type of Contract? ☐ Firm Fixed Price ☐ Time and Material ☐ Not to Exceed ☐ Cost Plus Fixed Fee ☐ Other, Specify:_____

Provide a brief description of the work performed for this customer (add additional page if required)

NOTICE OF AWARD

TO: _____

_____

_____

Project: B001-23 RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT

Dear Sir/Madam:

The Owner, BPUB has considered the BID submitted by you for the above-described Work in response to its Legal Notice and Invitation to Bid dated October 27, 2022 and Instruction to Bidders.

You are hereby notified that after any Owner adjustments to the Base Bid Amount to account for Owner options regarding additive and deductive alternates, your BID has been accepted in the final Contract Price amount of $_____.

You are required by the Instructions to Bidders to execute the Construction Agreement and furnish any required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date you receive this Notice.

In addition with the Bonds and Insurance Certificates, you must complete, execute, and submit a Contractor Job Safety Analysis (JSA) form. The JSA form is required prior to entering into a contractual agreement with the OWNER, and will be valid for a period of thirty (30) calendar days after which you must complete, execute and submit an updated JSA form. The completed JSA form is included as a part of the Contract Documents.

If you fail to execute this Agreement and furnish any required Bonds, Insurance Certificates, or other certifications within ten (10) calendar days from the date of this Notice, Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned, and as a forfeiture of your BID BOND.

The Owner will be entitled to such other rights as may be granted by law and equity.

You are required to promptly sign and return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this____day of _____, 20_____.

BROWNSVILLE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By:_____
Name: John S. Bruciak
Title: General Manager / CEO

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____ this____day

of_____, 20___.

By:_____

Name:_____

Title:_____

NOTICE TO PROCEED

TO:

ADDRESS:

PROJECT: B001-23 RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT

You are notified that the Contract Time under the above Contract will commence to run on _____, 20_____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion prior to final payment is_____, 20___.

Before you may start any Work at the site, Bonds and Insurance Certificates along with certain material submittals must be submitted and approved by the BPUB before a BPUB Purchase Order is issued and prior to the purchase and shipment of Work materials.

Brownsville Public Utilities Board:
(Owner)

BY: _____
(Authorized Signature)

DATE: _____

NAME: John S. Bruciak

TITLE: General Manager/CEO

FOR: Brownsville Public Utilities Board

CONSTRUCTION AGREEMENT

THIS AGREEMENT is by and between the BROWNSVILLE PUBLIC UTILITIES BOARD of the City of Brownsville, Texas (hereinafter called OWNER or BPUB) and <CONTRACTOR NAME> of <CITY & STATE> (hereinafter called CONTRACTOR), performing as an independent contractor.

OWNER and CONTRACTOR, as the Parties hereto, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Work described herein and complete all the Work as specified or indicated in the Contract Documents. The Work is generally described as: RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT (hereinafter referred to as "Work" and/or "Project").

Article 2. ENGINEER.

The Project has been designed by OWNER'S independent professional engineering consultant(s): JNB Engineering (hereinafter called ENGINEER).

Article 3. CONTRACT TIME.

3.1 The Work shall be Substantially Completed in accordance with paragraph 14.8 of the General Conditions within 330 consecutive Calendar Days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within thirty (30) consecutive Calendar Days after the date of Substantial Completion as established in accordance with paragraph 14.8 of the General Conditions.

CONTRACTOR hereby acknowledges and agrees that the ENGINEER has already included in the calculation of the performance Calendar Days, normal, monthly, non-compensable rain days for Cameron County, Texas, based upon historical monthly National Oceanic and Atmospheric Administration (NOAA) record averages.

3.2 **Liquidated Damages**. OWNER and CONTRACTOR recognize that the **TIME OF PERFORMANCE IS OF THE ESSENCE** in this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Both Parties hereto also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not Substantially Complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty) CONTRACTOR shall pay

OWNER **FIVE HUNDRED DOLLARS AND NO CENTS** ($500.00) for each Calendar Day that expires after the time specified in Article 3.1 for Substantial Completion, until the Work is Substantially Complete.

Article 4. CONTRACT PRICE.

4.1 CONTRACTOR shall perform the Work described in the Contract Documents for the Contract Price amount of <WRITTEN CONTRACT PRICE> ($ _____), and OWNER shall pay CONTRACTOR in current funds based on the Bid Schedule.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided for in the General Conditions.

5.1 **Progress Payments**. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's mathematically correct Applications for Payment on or about the twentieth-fifth (25th) Calendar Day after submittal of the Application for Payment each month as provided below. All progress payments shall be on the basis of the progress of the Work measured by the Schedule of Values provided for in paragraph 14.1 of the General Conditions.

5.1.2. Prior to Substantial Completion, progress payments shall be in an amount equal to ninety-five percent (95%) of the amount requested in the Application for Payment, with five percent (5%) remaining as OWNER's retainage for the Project, to be released by OWNER in accordance with Article 5.2 below.

5.1.3. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ninety-five percent (95%) of the Contract Price, less such amounts OWNER shall determine in accordance with paragraphs 14.7 and 14.8 of the General Conditions.

5.2 **Final Payment**. Upon final completion and acceptance of the Work after resolution of any punch list items in accordance with paragraph 14.8 and 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraphs 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations to OWNER:

6.1 CONTRACTOR has familiarized himself with the Project, nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local

laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has made, or caused to be made, examinations and investigations of information as he deems necessary for the performance of the Work at the Contract Price, as determined by the Bid Schedule and finalized Schedule of Values as determined by Article 2 of the General Conditions, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has given OWNER advanced written notice of all obvious conflicts, errors or discrepancies that he has discovered in the Contract Documents prior to bidding, and the written resolution thereof by OWNER was acceptable to CONTRACTOR.

6.4 CONTRACTOR is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a workmanlike and timely manner.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Construction Agreement, made a part hereof, and consist of the following:

7.1 Legal Notice and Invitation to Bid
7.2 Instructions to Bidders
7.3 Bid Forms and Bid Schedule
7.4 Bid Bond
7.5 Contractor's and Subcontractor's Pre-Bid Disclosure Statements
7.6 Notice of Award and Acceptance of Notice
7.7 Notice to Proceed
7.8 This Construction Agreement
7.9 Performance Bond
7.10 Payment Bond
7.11 General Conditions
7.12 Supplementary General Conditions
7.13 Technical Specifications
7.14 Addendum number(s) (page).
7.15 CONTRACTOR's Certificate(s) of Insurance.
7.16 Construction Drawings bearing the following general title: B001-23 RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT (Sheets 1 through 17)
7.17 Any Written Amendment, including Change Orders, duly delivered after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Written Amendment (as defined in Article 1 of the General Conditions).

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a Party hereto of any rights under, or interest in, the Contract Documents will be binding on another Party hereto without the written consent of the Party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior written consent (except to the extent that this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other Party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 The invalidity or unenforceability of any provision of the Contract Documents shall not affect the validity or enforceability of any other provision of the Contract Documents.

8.5 This Construction Agreement and the Contract Documents are subject to all applicable local, Texas, federal laws, statutes, codes, ordinances, rules and regulations.

8.6 In the event of default by CONTRACTOR under the Contract Documents, OWNER shall have all rights and remedies afforded to it at law or in equity to enforce the terms of the Contract Documents. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

8.7 If any action at law or in equity is necessary by OWNER to enforce or interpret the terms of the Contract Documents, OWNER shall be entitled to reasonable attorneys' fees, court costs, expert witness fees, and any necessary and reasonable supporting disbursements, in addition to any other relief to which the OWNER is entitled.

8.8 The Contract Documents constitute the **ENTIRE AGREEMENT BETWEEN THE PARTIES** hereto and supersede any prior written or oral agreements and understandings between the Parties. The Contract can only be modified or amended by written agreement of the Parties.

8.9 These Contract Documents are governed by the laws of the State of Texas and the Parties agree that venue for any litigation/arbitration/mediation arising from these Contract Documents shall lie in Cameron County, Texas.

Article 9. OTHER REQUIREMENTS

9.1 Workers' Compensation Insurance (For additional detail see: General Conditions paragraphs 5.3.1 and 5.5.1-2

A. By signing this Agreement, CONTRACTOR certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Sections 401 and 406.096(a).

B. As required by Section 406.096(b) of same Code, CONTRACTOR must require each Subcontractor to certify in writing to the CONTRACTOR that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. CONTRACTOR must provide these certifications to the OWNER within ten (10) calendar days of the Effective Date of this Agreement.

9.2 Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

A. See: Tex. Gov't Code Section 2252.152, Subchapter F, which prohibits the award of governmental contracts to companies engaged in business with Iran, Sudan, or foreign terrorist organizations.

B. By signing this Agreement, CONTRACTOR certifies that it is not ineligible to be awarded this Contract under said Chapter 2252, Subchapter F.

9.3 Prohibition of Contracts with Certain Companies that Boycott Israel

A. See: Tex. Gov't Code Chapter 2271 which prohibits the award of governmental contracts to companies boycotting Israel.

B. By signing this Agreement, CONTRACTOR certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

9.4 Certificate of Interested Parties: CONTRACTOR must complete and submit a Certificate of Interested Parties (Form 1295) to the OWNER with the signed Agreement as required by Tex. Gov't Code Section 2252.908(e).

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have signed this Construction Agreement in triplicate originals. One counterpart each has been delivered to OWNER and CONTRACTOR, and the third will be filed with the ENGINEER.

This Construction Agreement will be Effective on_____, 20____, the date when OWNER signs below.

[NOTE: THE DATE OF THE PAYMENT AND PERFORMANCE BONDS CANNOT PRECEDE THIS EFFECTIVE CONTRACT DATE.]

BROWNSVILLE PUBLIC UTILITIES BOARD	<CONTRACTOR>
By:_____	By: _____
Name: John S. Bruciak	Name: _____
Title: General Manager/CEO	Title: _____
Signature Date:_____	Signature Date: _____
Attest:_____	Attest: _____
Address for giving notices:	Address for giving notices:
Attn: Albert Gomez	Attn:_____
1425 Robinhood Drive	_____
Brownsville, TX 78521	_____
(956) 983-6250	_____
agomez@brownsville-pub.com	_____

CONTRACTOR hereby acknowledges and understands that this is a "separated contract" pursuant to 34 Texas Administrative Code 3.291. The following amount of money represents that part of the total Contract Price representative of the value of tangible personal property to be physically incorporated into the Project realty: $_____..

[NOTE: SEE GENERAL CONDITIONS PARAGRAPH 6.16, "Taxes", and "STATE SALES AND USE TAX EXEMPTION."]

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor as Principal)

_____
(Address of Contractor)

a_____
(corporation, partnership, or individual)

hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas, hereinafter called OWNER as Obligee, in the penal sum of _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the____ day of_____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of the Project: **RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year post-construction workmanship guaranty and minimum materials/equipment warranty period, and if he shall satisfy all claims and demands incurred under such Contract, and **SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ALL COSTS AND DAMAGES WHICH IT MAY SUFFER BY REASON OF FAILURE TO DO SO**, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees: that no written change, extension of time, alteration or addition to the terms of the Contract or to Project Work to be performed thereunder, or the Specifications accompanying the same, shall in any ways affect its obligation on this PERFORMANCE BOND, and it does hereby waive notice

of any such written change, extension of time, alteration or addition to the terms of the Contract, or to the Project Work, or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose timely filed and legally perfected claim may be unsatisfied.

This PERFORMANCE BOND is subject to and governed by Sections 2253.01-079 of the Texas Government Code (Vernon's Texas Codes Annotated) and Chapter 3503 of the Texas Insurance Code (VTCA), and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate originals, each counterpart of which shall be deemed an original, this the____ day of_____, 20_____.

A. ATTEST: _____
(Principal)

_____ By:_____(s)
(Principal) Secretary (Signature of legally authorized representative of Principal)
Print Name _____
Print Title _____

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

B. ATTEST: _____
(Surety)

_____ By:_____
(Surety) Secretary (Signature of Attorney-in-Fact for Surety)
Print Name _____

(SEAL)

_____ _____
(Witness as to Surety) (Address)

_____ _____
(Address)

_____

NOTE: Date of PERFORMANCE BOND must not be prior to Effective Date (execution date by OWNER) of Contract. If CONTRACTOR is a Partnership, all partners should execute PERFORMANCE BOND.

IMPORTANT: Surety companies executing PERFORMANCE BONDS must be legally authorized by the Texas State Board of Insurance to transact business in the State of Texas, and be currently listed as an approved federal surety in the most recently issued edition (prior to Contract's Effective Date) of the U. S. Treasury Circular 570.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor as Principal)

_____
(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas, hereinafter called OWNER as Obligee, the penal sum of _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the____ day of_____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of the: **RE-BID OF THE LABORATORY FACILITY - HVAC REPLACEMENT PROJECT.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK, whether by SUBCONTRACTORS or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same, shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the WORK, or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge any remaining, timely and legally perfected right of any lawful beneficiary hereunder, whose timely filed and legally perfected claim may be unsatisfied.

This Bond is subject to and governed Sections 2253.01 of the Texas Government Code (Vernon's Texas Codes Annotated) and Chapter 3503 of the Texas Insurance Code (VTCA), and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the____ day of_____, 20_____.

ATTEST:

_____
(Principal)

_____ By:_____(s)
(Principal) Secretary (Signature)

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

ATTEST:

_____
(Surety)

_____ By:_____
(Surety) Secretary (Attorney-in-Fact)

(SEAL)

_____ _____
(Witness as to Surety) (Address)

_____ _____
(Address)

_____

NOTE: Date of PAYMENT BOND must not be prior to Effective Date (execution date by OWNER) of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing PAYMENT BONDS must be legally authorized by the Texas Board of Insurance to transact business in the State of Texas, and be currently listed as an approved federal surety in the most recently issued edition (prior to Contract's Effective Date) of the U. S. Treasury Circular 570.

ATTACH POWER OF ATTORNEY

INSERT CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

Prepared by
The Public Utilities Board of the City of Brownsville, Texas,
as a periodically reviewed and revised
Adaptation From the 1983 Base Document Prepared by

Engineers' Joint Contract Documents Committee

and originally

Issued and Published Jointly By:

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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CONSTRUCTION SPECIFICATION INSTITUTE

The base document from which this adaptation (Spring 2020 BPUB) was prepared (1983 edition) was approved and endorsed by:

The Associated General Contractors of America

TABLE OF CONTENTS OF STANDARD GENERAL CONDITIONS

GENERAL CONDITIONS

SCOPE. The Standard General Conditions of the Construction Contract prepared by the National Society of Professional Engineers (NSPE-1910-8, 1983 Edition) as periodically amended and adapted by the OWNER to meet local requirements, shall form a part of this Contract, together with the following Supplementary General Conditions. A copy of the locally amended Standard General Conditions (based upon NSPE-1910-8) is bound herewith. The following supplements modify, change, delete, or add to the General Conditions. Where any part of the General Conditions is modified or voided by any Supplementary General Conditions, the unaltered provisions of that part shall remain in effect.

ARTICLE 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural, male and female thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents. These Addenda are a part of the Contract Documents and modify the Drawings, Specifications or other bid documents as indicated. No verbal changes in the Work not depicted or described in writing shall be binding.

Supplements to, changes in, or corrections to the Drawings and/or Specifications issued in writing by OWNER during the period of bidding. These Addenda are a part of the Contract and modify the Drawings and/or Specifications as indicated. No verbal changes in the Work as shown or described shall become binding.

Agreement - The written and signed short-form Construction Agreement (Contract or Agreement) between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents including these General Conditions are attached to the Construction Agreement and made a part thereof as provided therein.

Alternates. Additions to; deletions from; or changes to requirements for the Project, each of which shall be bid separately and shall be included in or deleted/deducted from the Contract at the discretion of OWNER.

Application for Payment - The form developed by OWNER which is to be used by CONTRACTOR in requesting interim progress or final Contract payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The written offer or proposal of the bidder submitted on the OWNER prescribed form setting forth in figures and in script, the prices for the Work to be performed.

Bonds - Bid, Performance and Payment Bonds procured by the CONTRACTOR from a surety authorized by the Texas Department of Insurance to conduct business in the State of Texas, and any other instruments of security as may be specified by the OWNER.

Calendar Day –A calendar day consists of twenty-four hours and is measured from midnight, to the next midnight, and shall constitute a single calendar day. Calendar days include Saturdays and Sundays. THIS IS A CALENDAR DAY CONTRACT.

Change Order - A document developed by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision to the Work, or an adjustment in the Contract Price and/or the Contract Time, issued after the Effective Date of the Construction Agreement. Executed Change Orders are part of the amended Contract Documents.

Contract Documents – The Legal Notice and Invitation to Bid; Instructions to Bidder(s); Pre-Bid Disclosure Statements; Notice of Award; Notice to Proceed; The Construction Agreement; Addenda (which pertain to the Contract Documents); CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award); the Bid, Performance and Payment Bonds; these General Conditions; the Supplementary Conditions; the Specifications and the Drawings; and those documents enumerated in Article 7 of the Construction Agreement; and those outlined in paragraphs 3.4 and 3.5 of the General Conditions..

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the General Conditions provisions of paragraphs 9.1 and 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days ("calendar" days computed as provided in General Conditions paragraph 17.2) or the date specifically stated in the Agreement for the Substantial Completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement to construct the Work.

Defective - An adjective which when modifying the word "Work" refers to "Work" that is unsatisfactory, faulty or deficient, or does not conform to, or comply with the Contract Documents, or does not meet the requirements of any inspection, referenced standard, test or approval referred to in the Contract Documents, or has been damaged prior to the time OWNER makes the final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with General Conditions paragraph 14.8 or 14.10).

Drawings - The drawings (plans) which depict the character, design, and scope of the Work to be performed and which have been prepared and/or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the short-form Construction Agreement document upon which it becomes legally binding and effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed by OWNER.

Engineer- The private, outside, independent professional engineering consulting firm(s) named as such in the Agreement.

Field Order - A written order issued by ENGINEER which orders minor changes or contains interpretations in the Work in accordance with General Conditions paragraph 9.5, but which does not involve a change in the Contract Price or the Contract Time.

Furnish. To supply at the Work jobsite the materials, supplies, equipment, etc., referred to in the Specifications and/or Drawings. Installation is not always required of the Supplier by the Specifications, but shall be performed or arranged for by the General CONTRACTOR.

General Requirements – Division 1 of the Specifications.

Laws and/or Regulations - Federal and/or State Laws, rules, administrative agency regulations, local ordinances, local codes and/or court orders applicable to the Work performance.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Construction Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

OWNER'S Project Team (OPT) - The OWNER, OWNER'S Field Representative, ENGINEER, ENGINEER's Resident Project Representative, and the other entities identified in the Supplementary Conditions and the consultants, subconsultants, individuals or entities directly or indirectly employed or retained by them to provide services to the Owner.

OWNER - The City of Brownsville, acting through its Public Utilities Board (BPUB) of the City of Brownsville, Texas and its directly employed authorized representatives.

Partial Utilization - Placing a portion of the Work in service for the benefit of the OWNER and for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project – The construction of the Work to be provided to OWNER under the Contract Documents which may be the whole, or a part, as indicated elsewhere in the Contract Documents.

Provide – To furnish and install the materials, supplies, equipment, etc. referred to in the Specifications and/or Drawings, at the location shown or otherwise approved at the Project Work job-site.

Site Observers - Resident Project Representative - The authorized representative of ENGINEER who is assigned to periodically observe the Work at the site of the Project, or any part

thereof, on behalf of OWNER. OWNER'S Field Representative – the authorized representative of OWNER who observes the daily Work progress on behalf of OWNER. These two Representatives will coordinate with each other.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by, or for CONTRACTOR, to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to ENGINEER, to illustrate material or equipment for some portion of the Work.

Special Conditions – Those portions of the Contract Documents unique to this Project and often mandated by third-party regulatory and funding authorities.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions for the design configuration and/or performance standard for materials, equipment, any specified construction systems, standards and workmanship, as applied to the Work and certain administrative details applicable thereto.

Standard Abbreviations. Wherever reference is made to standard specifications, standards of quality or performance, as established by a recognized national authority, the reference may be by initials and acronyms as generally recognized throughout the engineering and construction industries.

Subcontractor – An individual, firm or corporation having a direct contract with CONTRACTOR, or with any other Subcontractor (subtier), for the performance of a part of the Work at the Project site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by its ENGINEER's definitive written and signed certificate of Substantial Completion, and that it is apparently sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the OWNER's purposes for which it is intended; or if there is no such certificate issued by ENGINEER, when final payment is due in accordance with General Conditions paragraph 14.13. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to the Substantial Completion thereof.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or third-party vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such manmade facilities or attachments, and any outer encasements containing such facilities (vaults, conduits) which have been installed underground to furnish/transport any of the following services or materials: electricity, gases, steam, liquid

petroleum products, telephone or other related data communications, cable television, sewage, storm drainage, traffic or other electronic control systems or potable water.

Unit Price Work - Work to be paid for on the basis of unit prices for ENGINEER/OWNER estimated quantities.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished by the CONTRACTOR under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction Project, all as required by the Contract Documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in General Conditions paragraph 4.2 or 4.3 or to emergencies under General Conditions paragraph 6.24. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in General Conditions paragraph 10.2.

Working Day. When and if applicable, a week day (Monday through Friday only, inclusive) in which weather conditions are such that Work can be performed in a normal manner. Weekends (Saturday, Sunday) and OWNER holidays shall not be considered working days.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical (rather the commercial terms, legal provisions, etc.), rather than Work-related, aspects of the Contract Documents. Written Amendments are normally embodied in a Change Order once construction commences.

ARTICLE 2. PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the triplicate original executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to ten (10) copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished to CONTRACTOR, upon request, at the cost of reproduction reimbursable to OWNER.

Commencement of Contract Time; Notice to Proceed:

2.3 The Contract Time will commence to run and be accounted for on the date indicated in the Notice to Proceed. A Notice to Proceed may be given by OWNER at any time after the Effective Date of the Agreement. The CONTRACTOR should be prepared to perform Work as soon as Contract Time commences.

Starting the Project:

2.4 CONTRACTOR is obligated to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the Project site prior to the date on which the Contract Time commences to run per the Notice to Proceed.

Before Starting Construction:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby. CONTRACTOR shall be in **DEFAULT** to OWNER for failure to report to ENGINEER any obvious conflict, error, or discrepancy in the Contract Documents, if CONTRACTOR had actual knowledge thereof, or should reasonably have known thereof pursuant to customary construction industry standards.

2.6 Within ten (10) calendar days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 an estimated Work Progress Schedule indicating the starting and completion dates of the various critical stages of the Work; and

2.6.2 a preliminary Schedule of Shop Drawing submissions; and

2.6.3 a preliminary Schedule of Values for all of the Work, which will include quantities and prices of items aggregating the total Contract Price and will subdivide the Work into logical component parts in sufficient detail to later serve as the basis for measuring actual Project progress and substantiating monthly payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be automatically confirmed in writing by CONTRACTOR at the time of submission to ENGINEER.

2.7 By the tenth (10th) calendar day after award of the Contract by OWNER, CONTRACTOR shall deliver to OWNER (with copy to ENGINEER) original certificates (and any other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

Preconstruction Conference:

2.8 After the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the Project site, a mandatory conference attended by CONTRACTOR, ENGINEER, OWNER and others as appropriate, will be held to discuss the Schedules referred to in paragraph 2.6, to discuss procedures for managing exchanges of Shop Drawings and other submittals and for processing Applications for Payment; and to establish a working and pragmatic understanding among the Project participants as to the general progress and administration of the Work.

Finalizing Schedules:

2.9 At least ten (10) calendar days before submission of the first monthly Application for Payment, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to finalize the various Schedules submitted in accordance with Article 2.6. The finalized Progress Schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work, nor relieve CONTRACTOR from full responsibility therefore. CONTRACTOR acknowledges the ENGINEER has already included in the calculation of the performance calendar days agreed to by CONTRACTOR by its Bid submission in this calendar day Contract, normal non-compensable monthly rain days for Cameron County, Texas. The CONTRACTOR shall update this Progress Schedule no less than monthly at each payment submittal. The CONTRACTOR shall only include in the submittal any abnormal and unusual rain days that exceed those typically experienced in Cameron County, Texas, based upon historical monthly National Oceanic and Atmospheric Administration (NOAA) record averages (rain days will be verified by the ENGINEER and the Site Observers weekly), and any OWNER approved time extensions in the modified Progress Schedule. The amended monthly Work Progress Schedule shall be reviewed and accepted by the ENGINEER and the OWNER monthly as a pre-condition to payment to CONTRACTOR. The finalized Schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the exchange of submissions. The finalized Schedule of Values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of Cameron County, Texas.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required of CONTRACTOR to produce the OWNER'S intended result will be supplied by CONTRACTOR, whether or not specifically called for. When words which have a well-known

technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, whether such reference is specific or by implication, shall mean the latest amended standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Construction Agreement, if there were no Bids for a specialty project), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, ENGINEER or any of their consultants, agents or employees from those set forth in the Contract Documents , nor shall it be effective to assign to ENGINEER, or any of ENGINEER's subconsultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER in writing as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall immediately report same to ENGINEER in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER. CONTRACTOR shall be in **DEFAULT** to OWNER for failure to report any obvious conflict, error or discrepancy in the Contract Documents if CONTRACTOR had actual knowledge thereof, or should reasonably have known thereof, pursuant to customary construction industry standards.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following written ways:

3.4.1 a formal Written Amendment,

3.4.2 a Change Order (pursuant to definition and paragraph 10.4), or

3.4.3 a Work Directive Change (pursuant to definition and paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.5.1 a Field Order (pursuant to definition and paragraph 9.5),

3.5.2 OWNER Engineer's approval of a Shop Drawing or sample (pursuant to

definition and paragraphs 6.25 through 6.30), or

3.5.3 OWNER Engineer's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR, nor any Subcontractor (including sub-tier subcontractors) or Supplier, or other related person or organization performing or furnishing any of the Project Work to OWNER, shall have or acquire any title to, or ownership rights in, any of the Drawings, Specifications or other Contract Documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER, and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER, and specific written verification or adaptation by ENGINEER for a fee. All Drawings, Specifications or other Documents (or copies of any thereof) are upon completion of the Project to become the property of OWNER. Further use thereof without written consent of OWNER and ENGINEER is prohibited and solely at the risk of the user.

ARTICLE 4. AVAILABILITY OF LANDS: PHYSICAL CONDITIONS: REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way, licenses and easements for access thereto and such other lands which are specifically designated by OWNER for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing of these lands, rights-of-way, licenses or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR may privately and separately provide at his own option and non-reimbursable cost, for any and all additional lands, and access thereto, that may be required for CONTRACTOR'S temporary construction facilities or storage of materials and equipment.

4.2 Physical Condition:

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for any identification of any reports of geotechnical explorations and tests of subsurface conditions at the Project site that may have been utilized by ENGINEER in preparation of the Contract Documents. Any of these geotechnical explorations and reports are expressly not part of these Contract Documents. CONTRACTOR may not rely upon the accuracy of the technical data contained in any such reports, nor upon non-technical data, interpretations or opinions contained therein or for the completeness thereof, for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to CONTRACTOR'S advanced, pre-bid exploration, testing and

determining any CONTRACTOR risk and cost associated with encountering any subsurface conditions at the Project site.

4.2.2 **Existing Structures:** Reference is made to the Supplementary Conditions for any identification of those Drawings of physical conditions in or relating to existing surface or subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the Project site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data actually contained in such drawings, but not for the current physical conditions or description completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to current locating, verification, investigation of, and encountering physical conditions in or relating to such structures.

4.2.3. **Report of Differing Conditions:** If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the Project site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER's Field Representative and ENGINEER's Resident Project Representative in writing about the inaccuracy or difference.

4.2.4 **ENGINEER's Review:** ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining any additional explorations or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5 **Possible Document Change:** If ENGINEER concludes that there is a material error in the Contract Documents, or that because of newly discovered, latent physical conditions, a change in the Contract Documents is required, a Work Directive Change or a Change Order may be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 **Possible Price and Time Adjustments:** In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, may be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the financial impact or length thereof, a CONTRACTOR or OWNER claim may be made therefore as provided in Articles 11 and 12. All increases or decreases in the Contract Price shall be governed by all State and local statutes, codes, laws, ordinances, rules and regulations governing public competitive bidding and Change Orders.

Physical Conditions

4.3 Underground Facilities:

4.3.1 **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Project site is only based on existing available information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, (Non-OWNER utilities, pipeline companies, railroads, etc.) or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the actual current conditions, accuracy or completeness of any such third-party information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility before commencement of related Work for reviewing and checking all such current information and data; for locating all actual current Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction; for the safety and protection thereof as provided in paragraph 6.20 and; paying for the repair of any damage thereto resulting from the Work; the cost of all of which is mutually considered between OWNER and CONTRACTOR as having been included in the CONTRACTOR'S original Contract Price.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Project site which was not shown or indicated in the Contract Documents, and which CONTRACTOR could not reasonably have been expected to be aware of under customary construction industry standards, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document any consequences of the existence of the Underground Facility, and the Contract Documents may be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents, and which CONTRACTOR could not reasonably have been expected to be aware of pursuant to customary construction industry standards. If the parties are unable to agree as to the financial impact or length thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. All increases or decreases in the Contract Price shall be governed by all State and local statutes, codes, laws, ordinances, rules and regulations governing public competitive bidding and Change Orders.

Reference Points:

4.4. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified by OWNER in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of ENGINEER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CONTRACTOR shall be responsible for the accurate replacement or relocation of such reference points by CONTRACTOR-retained professionally qualified personnel (not including OWNER or ENGINEER representatives).

ARTICLE 5. BONDS AND INSURANCE

Performance and Payment Bonds:

For a Contract in excess of $100,000.00, a Performance Bond shall be procured and executed by CONTRACTOR in the full amount of the Contract Price conditioned upon the faithful performance of the Work for OWNER in accordance with the Plans, Specifications and Contract Documents. Said Bond shall be solely for the protection of the OWNER.

For a Contract in excess of $50,000.00, a Payment Bond shall be executed in the full amount of the Contract Price, for the primary protection of all claimants against the surety for non-payment in supplying labor, materials and equipment in the prosecution of the Work provided for in the Contract, for the use of each such claimant timely perfecting a proper claim against surety.

5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance of the Work for OWNER and payment of all CONTRACTOR's labor, materials, equipment and supply obligations under the Contract Documents. **These Bonds shall remain in effect by CONTRACTOR at least until one year after the date when final payment becomes due,** except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish any such other bonds as may be required by the Supplementary Conditions (e.g. any maintenance, extended warranty, special indemnity, etc.). All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are authorized to do business in the State of Texas. All Bonds signed by an agent ("attorney in fact") must be accompanied by a certified copy of the authority to act on behalf of the surety.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent, or its right to do business in Texas is terminated or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five (5) calendar days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

Contractor's Liability Insurance:

5.3 CONTRACTOR shall purchase and maintain such commercial general liability and other insurance coverages as are appropriate for the Work being performed and furnished, and as

will provide protection from claims set forth below which may arise out of, or result from, CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents; whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work; or by anyone for whose acts and/or omissions any of them may be liable:

5.3.1 Claims under workers' compensation, disability benefits and other similar employee benefit acts. This is a Texas public works Contract and any CONTRACTOR'S or Subcontractor's attempted rejection of the worker's compensation act, and thereby substituting a CONTRACTOR'S or Subcontractor's self-insurance reserve, is specifically prohibited by Texas law.

5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees traditionally covered by employer's liability insurance;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4 Claims for damages insured by personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR; or (b) by any other person for any other reason;

5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any owned or hired motor vehicle.

The various insurance coverages required by this Article 5 shall include the specific type coverage and be underwritten for not less than the limits of liability and coverage amounts provided herein below or in the Supplementary Conditions, or required by law, whichever is greater. The commercial general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall be of an "occurrence"-type, when applicable, and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least (30) thirty days prior written notice has been given to OWNER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two (2) years after final payment and furnish OWNER with evidence of

continuation of such insurance at final payment and one year thereafter. Insurance coverage furnished under the Contract Documents (except for Workmen's Compensation and any professional engineering errors and omissions liability insurance that CONTRACTOR or his agent might carry applicable to this Project) shall include the City of Brownsville and BPUB as OWNER, and their respective City Commissioners, public officials, officers, Board Members, and employees, as named additional insureds and hereinafter known as "additional insureds."

The following entities are to also be specifically named as additional insureds:

1. City of Brownsville, Texas
   Attn: City Secretary Griselda Rosas
   City Plaza, First Floor
   1034 E. Levee St.
   Brownsville, Texas 78520

2. Brownsville Public Utilities Board
   1425 Robinhood Drive
   Brownsville, TX 78521

Contractual Liability Insurance:

5.4 The commercial general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's INDEMNITY obligations under paragraphs 6.32 and 6.33.

5.5 Specific Coverages of Insurance Required by Owner:

5.5.1 Workmen's Compensation and Employer's Liability. This insurance shall protect the laborer, and insure the CONTRACTOR, and insulate the additional insureds, against all claims under applicable Texas workmen's compensation laws, pursuant to subparagraph 5.3.1. The additional insureds shall also be protected under an Employer's Liability policy against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This Employer's Liability policy shall include an "all states" endorsement.

5.5.2. **Mandatory TWCC Rule 28 TAC Sect. 110.110 Adapted Language**

(A) Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, or a coverage agreement, showing statutory workers' compensation insurance coverage for the person's or entity's (CONTRACTOR's) employees providing services on this public works Project, for the duration of this Project.

"Duration of the Project" - includes the time from the beginning of the Work on this Project until the CONTRACTOR's/person's Work on this Project has been completed and accepted by the OWNER.

“Persons providing services on the Project” ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on this Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on this Project.

"Services" - include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Project.

(B) The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the CONTRACTOR providing services on this Project, for the duration of this Project.

(C) The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the Contract.

(D) If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of this Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

(E) The CONTRACTOR shall obtain from each person providing services on this Project, and provide to the OWNER:

(1) a certificate of coverage, prior to that person beginning Work on this Project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on this Project; and

(2) no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project.

(F) The CONTRACTOR shall retain all required certificates of coverage for the duration of this Project and for three (3) years thereafter.

(G) The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage

of any person providing services on this Project.

(H) The CONTRACTOR shall post on this Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on this Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The CONTRACTOR shall contractually require each person with whom it contracts to provide services on this Project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on this Project, for the duration of this Project;

(2) provide to the CONTRACTOR, prior to that person beginning Work on this Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on this Project, for the duration of this Project;

(3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

(a) a certificate of coverage, prior to the other person beginning Work on this Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(5) retain all required certificates of coverage on file for the duration of this Project and for three (3) years thereafter;

(6) notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project; and

(7) contractually require each person with whom it contracts, to perform as

required by clauses (I)-(1-7) of this subparagraph, with the certificates of coverage to be provided to the person for whom they are providing services.

(J) By signing this Contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on this Project will be covered by workers' compensation coverage for the duration of this Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(K) The CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by the CONTRACTOR which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the OWNER.

The liability limits shall not be less than:

Workmen's compensation	Texas Statutory Limits
Employer's liability	$100,000.00 each occurrence

5.5.3 Comprehensive Business Automobile Liability. This insurance shall be written in comprehensive business form and shall protect the CONTRACTOR and the additional insureds against all claims described under Section 5.3.7. of the General Conditions of the Contract Documents and arising from the use of motor vehicles, and shall cover, on or off the Project site, all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury and property damage	$500,000.00 combined single limit each occurrence

5.5.4 Commercial General Liability. This insurance shall be an "occurrence" type policy written in commercial form and shall protect the CONTRACTOR and the additional insureds against all claims described in Sections 5.3, 5.3.3., 5.3.4., 5.3.5., 5.3.6, 5.4 of the General Conditions of the Contract Documents arising out of any intentional or negligent act and/or omission of the CONTRACTOR or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage.

The liability limits shall not be less than:

Personal Injury and property damage	$1,000,000.00 combined single limit each occurrence and

and $1,000,000.00 aggregate

If the CONTRACTOR'S Work, or Work under his direction, requires blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, exploding, collapse of structures, or damage to underground property.

5.5.5 Excess Umbrella Liability Policy. This insurance shall protect the CONTRACTOR and the additional insureds against all claims in excess of the limits provided under the employer's liability, comprehensive business automobile liability, and commercial general liability policies. The liability limits of the umbrella policy shall not be less than $2,000,000.00. The policy shall be an "occurrence" type policy.

5.5.6 Transportation Insurance. This insurance shall be of the "all risks" type and shall protect the CONTRACTOR and the OWNER from all insurable risks of physical loss or damage to equipment and materials in transit to the Project jobsite and until the OWNER receives the equipment and materials at the Project jobsite. The coverage amount shall be not less than one-half of the full amount of the total Contract Price.

Transportation insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER as their respective legal interests may appear.

5.5.7 All policies required under paragraph 5.5 herein shall contain a "cross liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

5.5.8 CONTRACTOR shall require each of his Subcontractors to procure and maintain during the life of his subcontract, Subcontractor's Commercial General Liability and Property Damage Insurance of the type specified in subparagraphs 5.5.1, 5.5.2, 5.5.3, 5.5.4 and paragraph 5.6 hereof, in the same amounts as required by OWNER for CONTRACROR, unless alternative amounts are approved in writing by OWNER.

5.5.9 The insurance required under subparagraphs 5.5.1, 5.5.2, 5.5.3, 5.5.4 and paragraph 5.6 hereof shall provide adequate protection for CONTRACTOR and his Subcontractors respectively against damage claims which may arise from operations under this Contract, whether such operation is by the insured or by anyone directly or indirectly employed by him, and also, against any special hazards which may be encountered in the performance of this Contract.

5.5.10 CONTRACTOR shall not commence any Work under this Contract until he has obtained all the insurance coverage required under this Article 5. and such insurance has been approved by OWNER; nor shall CONTRACTOR allow any Subcontractor to commence Work on this Contract until the insurance required by the Subcontractor has been so obtained and

approved.

Property Insurance:

5.6 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the Project site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions, established by current customary construction industry standards given the type of Work in Cameron County, Texas and value thereof, or as may be required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors, in the Work, all of whom shall be listed as insured or additional insured parties, which shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions (e.g. flood, wind, etc.); and shall include damages, losses and expenses arising out of or resulting from any insured loss or cost incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph shall be of an "occurrence"-type, when applicable, and contain a provision that the coverage afforded will not be canceled or materially changed until at least (30) thirty calendar days prior written notice has been given to OWNER by certified mail.

5.6.1 Property Insurance Coverage. This insurance shall protect CONTRACTOR and the additional insureds against all claims described in Section 5.6 and shall provide the following minimum amounts:

Property Insurance Coverage: Provide Full Contract Price Amount or $100,000.00 Minimum, whichever is greater.

Waiver of Rights:

5.7 Waiver

5.7.1 CONTRACTOR waives all rights against OWNER, (unless OWNER or other named entities as additional insureds were solely negligent), for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraph 5.6 and any other property insurance applicable to the Work, and also waives all such rights against all other entities named as additional insureds in such policies for losses and damages so caused. As required by paragraph 6.12, each subcontract between CONTRACTOR and a Subcontractor will contain similar “flow down” waiver provisions by the Subcontractor in favor of CONTRACTOR, OWNER, ENGINEER and their respective sub-consultants, and all other entities named as additional insureds.

5.7.2 CONTRACTOR intends that any policies provided in response to paragraph 5.6 shall protect all of the entities insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the entities named as insured or additional insured, and if the insurers require separate waiver forms to be signed by any Subcontractor, CONTRACTOR will obtain the same.

Acceptance of Insurance:

5.8 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3, 5.4, 5.5 and 5.6 on the basis of the coverages not complying with the Contract Documents, OWNER will attempt to notify CONTRACTOR in writing thereof within ten (10) calendar days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. CONTRACTOR shall provide to the OWNER such additional information regarding the insurance provided by CONTRACTOR as the OWNER may reasonably request. Failure on the part of the OWNER or its agents to detect an insurance deficiency as compared to the insurance requirements of the Contract shall not constitute a waiver by the OWNER of the insurance requirements which CONTRACTOR and/or Subcontractor must contractually meet to be in compliance herewith.

Partial Utilization - Property Insurance:

5.9 If OWNER finds it necessary to occupy, use, or operate a portion or portions of the Work prior to Substantial Completion of all the Work, such use, occupancy or operation may be accomplished in accordance with paragraph 14.10. CONTRACTOR shall have the obligation to inform the insurers of OWNER's intent to so occupy, use or operate a portion or portions of the Work. The insurers of CONTRACTOR providing the property insurance shall consent to such use, occupancy or operation by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use, occupancy, or operation by OWNER.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents and customary construction industry standards. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, procedures, safety and quality control of construction, but CONTRACTOR shall not be responsible for any negligence of others in any design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be solely responsible to guarantee that the

finished Work complies accurately with the Contract Documents and CONTRACTOR shall not rely upon the OWNER's and/or ENGINEER'S construction observation to accomplish same.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER, except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given directly to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work, oversee quality control, monitor safety, and perform construction of the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Project site. Except in connection with the safety or protection of persons or the Work or property at the Project site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Project site shall be performed during regular daily working hours (generally eight (8) hours between 7:00 A. M. and 6:00 P.M.) as may be specifically set forth by the OWNER, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's advanced written consent. Preference employment shall be given to resident citizens of the Cameron County, Texas area where such persons are available and fully qualified to perform the Work to which the employment relates.

6.3.1 CONTRACTOR shall acquaint himself with all matters and conditions concerning the Project site and any existing construction. Any practical and constructive criticism or exception regarding any feature of the Work must be presented in writing to OWNER at least ten (10) calendar days prior to bidding. After the Contract Agreement to perform the Work has been signed by CONTRACTOR, it shall then be his responsibility to provide satisfactory Work that will meet the full intent of the Contract Documents. CONTRACTOR shall then pursue this Work with the other trades so that all phases of the Work may be properly coordinated without delays or damage to any parts of the Work.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.4.1 CONTRACTOR shall provide and maintain suitable weather-tight, washable, sanitary toilet facilities for all workmen for the entire construction period. CONTRACTOR shall comply with all requirements of applicable health authorities. When toilet facilities are no longer required, promptly remove them from the Project site, disinfect and clean the surface area as required. CONTRACTOR shall keep each toilet facility swept and supplied with toilet tissue at all times.

6.5 All materials and equipment shall be of good quality and new, except as otherwise specifically provided in the Contract Documents. Sometimes a project specification may require salvage and reinstallation of OWNER's recently acquired machinery and equipment pre-existing at a project site. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment procured for the Project. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier, except as otherwise provided in the Contract Documents; but no provision of any such Supplier instructions will be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

6.6 CONTRACTOR shall notify OWNER and ENGINEER in writing of any conflict between the manufacturer's directions and the Contract Documents and shall not perform any Work on any item until such conflict has been resolved. Upon award of the Contract, CONTRACTOR will secure a certificate of exemption from the Texas State Comptroller to preserve the OWNER's exemption from Limited Sales, Excise and Use Tax in an amount representing that part of the total Contract Price representative of the value of tangible personal property to be physically incorporated into the Project realty. The certificate of exemption must contain a statement to the effect that such materials or property have been, or will be, utilized in the performance of the Contract to the full extent of the amount for which a certificate of exemption is requested.

6.6.1 Except where otherwise specified, CONTRACTOR shall, at all times, provide protection against weather, so as to maintain all Work, materials and fixtures free from injury or damages. All new Work likely to be damaged by weather shall be covered or otherwise protected as required.

6.6.2 While it is appreciated that CONTRACTOR has to maintain continuous construction operations and sequences, it should be understood that the OWNER's electric, gas, water, wastewater production and distribution systems must function during the Contract period with a minimum of inconvenience to the OWNER's customers and the OWNER. Requirements of the: Texas Commission on Environmental Quality (TCEQ); Texas Railroad Commission (TRC); Electric Reliability Council of Texas (ERCOT); and the State and federal regulatory agencies having jurisdiction over the Project site, must be met by CONTRACTOR. It is therefore incumbent on CONTRACTOR to plan ahead on the basis of integrating his construction sequencing program as far as possible into the normal operating sequence of the various utility systems to avoid or minimalize disruption of services. No departure from the normal operating sequence of the utility systems will be allowed, except with the specific advanced written agreement of OWNER.

6.6.3 CONTRACTOR shall notify OWNER and ENGINEER in writing a minimum of forty-eight (48) hours in advance of any Work which will be tied into the existing utility systems. Method of tie-in shall be submitted to ENGINEER for his approval prior to any Work being performed. At no time shall contaminated water that has not been disinfected be

allowed to seep into any existing waterlines, and at no time shall sewage be allowed to flow into surrounding Project areas. Connections will be made during times of daily minimum sewage flows, if required by Project.

6.6.4 CONTRACTOR shall coordinate his Work with that of other contractors whose work may occur at a conflicting time and location. The coordination shall be such that CONTRACTOR's Work will be maintained at a normal rate. Any priority of contractors' performance disputes will be decided by OWNER, after consultation with ENGINEER.

6.6.5 All Work that is performed on, across or along International Boundary and Water Control Commission levees must conform to all I.B. & W.C.C. requirements. All Work performed on, across or along Brownsville Irrigation and Drainage District or the Cameron County Water Control and Improvement District No.16 canals or ditches must conform to all District requirements.

6.6.6 Satisfactory access or detour roads shall be provided by CONTRACTOR where necessary due to his construction.

6.6.7 If required by the Bid or Project Specifications, or by law for the type of excavation construction being performed, CONTRACTOR and his Registered Professional Engineer shall develop the Trench Safety System Plan and shall provide any necessary shoring, bracing and/or sheeting pursuant to Section 756.023 of the Texas Health and Safety Code and OSHA 29 C.F.R. 1926, Subpart P, Vol. 54 No. 209 of the Federal Register, October 31, 1989, pp. 45959-45991, and, as provided in Section 11 - "Trench Excavation and Shoring Safety Plan" of the OWNER's Standard Specifications.

6.6.8 CONTRACTOR shall routinely provide adequate barricades and warning devices in conformance with the guidelines for Traffic Control as established by the Texas Department of Transportation (TDOT) in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). This provision shall be incidental and subsidiary to the rest of the Work in this Contract, and shall not constitute a separate CONTRACTOR pay item.

6.6.9 CONTRACTOR shall provide to OWNER the services of technical representative(s) from Supplier(s) for CONTRACTOR furnished equipment, for a sufficient period of time to assist in start-up and initial adjustment of all installed or delivered equipment, and to train, advise and consult with OWNER's operating personnel, if appropriate for the Project.

6.6.9.1 For each mechanical system, CONTRACTOR shall provide to OWNER a written certification from the manufacturer's representative that the products of the manufacturer have been installed by CONTRACTOR in conformance with the manufacturer's requirements and recommendations.

6.6.10 All items of equipment required for this Contract shall be Bid to provide as part of the Contract Price, any literature explaining "Operation and Maintenance" (O&M) of that item of equipment. If a manufacturer does not print such a standard O&M manual, CONTRACTOR shall develop and provide OWNER with a customized manual approved in

writing by the manufacturer.

Adjusting Progress Schedule:

6.7 CONTRACTOR shall submit to ENGINEER for the Project record and acceptance only, and not approval or concurrence to the extent indicated in paragraph 2.9, periodic adjustments in the Progress Schedule to reflect the impact thereon of new Project developments; these revised Schedules will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.8 6.8

6.8.1 As a general rule, the OWNER and ENGINEER prefer all determinations regarding proposed Substitutions of materials or equipment as potential "or-equal-items" be resolved during the pre-Bid phase. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item, or the name of a particular Supplier, the naming of the item is intended to establish the type, function, performance standard and quality required. In some instances, the OWNER, after consultation with ENGINEER, is legally allowed to "sole source" a specific material or component of equipment when its design and/or performance is required to integrate with a larger OWNER system that will remain in place, or that OWNER has an inventory of spare parts for, or that OWNER has a long favorable, performance reliability history with. Unless the material or equipment name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers generally may be accepted by ENGINEER, if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent, or equal to, that named by ENGINEER. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items ofmaterial and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying in writing that the proposed substitute will adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The CONTRACTOR'S written application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for any other work on the Project by other contractors) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any vendor license fee or royalty. All variations of the proposed substitute from that specified will be identified in the CONTRACTOR'S written application and available maintenance, repair and replacement parts and service will be indicated. The CONTRACTOR'S written application will also contain an itemized estimate ofall costs or savings that will result directly or indirectly from acceptance of such substitute, including costs of redesign, operation, performance, and potential claims or protests of other contractors

affected by any resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's non-compensable expense additional data about the proposed substitute.

6.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may generally furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient written information to allow ENGINEER to determine that the substitute proposed can be legally utilized by CONTRACTOR (e.g. patented or licensed processes) and is equivalent to that indicated or required by the Contract Documents. OWNER may have similar legal rights to "sole source" as generally indicated above in paragraph 6.8.1. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.8.1 above, as applied by ENGINEER and as may be supplemented in the General Requirements.

6.8.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's non-compensable expense, a special performance guaranty bond or other form of surety with respect to any accepted substitute. ENGINEER will record time required by ENGINEER and any ENGINEER's outside technical consultants in evaluating substitutions proposed by CONTRACTOR and in making any required changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and any ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

69 6.9

6.9.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.9.2 The Pre-Bid documents require the CONTRACTOR to identify Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of material and equipment), to be submitted to OWNER at the time of bidding. OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier or other person or organization so identified by CONTRACTOR may be revoked by OWNER or ENGINEER on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. The Contract Price may be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order or written Amendment may be executed by the OWNER and

CONTRACTOR. All increases or decreases in the Contract Price shall be governed by all State and local statutes, codes, laws, ordinances, rules and regulations governing public competitive bidding and maximum Change Order limits. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of anyright of OWNER or ENGINEER to reject any defective or non-compliant Work.

6.10 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and/or omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct contract or indirect relationship with CONTRACTOR, just as CONTRACTOR is responsible to the OWNER for CONTRACTOR's own acts and/or omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, subtier subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER to pay or to supervise the payment of any moneys due any such Subcontractor, subtier subcontractor, Supplier or other person or organization, except as may otherwise be required by Laws and Regulations.

6.11 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.12 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor, which specifically binds the Subcontractor through appropriate "flow down" provisions, to the applicable terms and conditions of the Contract Documents for the benefit of OWNER, and contains waiver provisions as required by paragraph 5.7.

Patent Fees and Royalties:

6.13 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device, which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work, and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND THE BROWNSVILLE PUBLIC UTILITIES BOARD, INCLUDING THEIR RESPECTIVE COMMISSIONERS, BOARD MEMBERS OFFICERS AND EMPLOYEES (INDEMNITEES) AGAINST ANY CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS, AND SHALL DEFEND ALL SUCH CLAIMS IN CONNECTION WITH ANY ALLEGED INFRINGEMENT OF SUCH RIGHTS. IT IS THE EXPRESSED**

INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT INDEMNITEES FROM THE CONSEQUENCES OF OWNER'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE ON THE PART OF THE OWNER IS A CONCURRING CAUSE OF THE CLAIMS, DAMAGES, LOSSES, AND EXPENSES REFERENCED ABOVE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, DAMAGE, LOSS AND EXPENSE REFERENCED ABOVE WHERE SUCH RESULTS FROM THE SOLE NEGLIGENCE OF THE OWNER INDEPENDENT OF THE FAULT OF ANY OTHER PERSON OR ENTITY.

Permits:

6.14 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility owners with the exception of those normally charged by OWNER, for connections to the Work, and OWNER shall pay all charges of such third-party utility owners for facility capital costs related thereto such as impact fees or plant investment fees, if any.

6.14.1 Fires shall not be built on the Project premises except by the express consent of OWNER and Brownsville City and/or County Fire Marshall.

Laws and Regulations:

6.15 6.15

6.15.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, OWNER shall not be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.15.2 If CONTRACTOR has actual knowledge that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by OWNER by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing, or having reason to know, that it is contrary to such Laws or Regulations, and without such advanced written notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's original and primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.16 "Pursuant to 34 Texas Administrative Code 3.291, in order for the OWNER to

continue to benefit from its status as a State Sales and Use Tax Exempt Organization, after August 14, 1991 public works construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one where the CONTRACTOR distinguishes in writing prior to starting Work, between the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be physically incorporated into the Project real estate from the total Contract price. Under the "separated contract" format, the CONTRACTOR in effect becomes a "seller" to the OWNER of materials that are to be physically incorporated into the Project real estate. As a "seller", the CONTRACTOR will issue a "Texas Certificate of Resale" to the CONTRACTOR'S supplier in lieu of paying the sales tax on the Project materials at the time of purchase. The CONTRACTOR will also issue a "Certificate of Exemption" to the supplier, demonstrating that the personal property is being purchased for resale and that the resale is to a public owner, the City of Brownsville, Texas, and its BPUB, which are sales tax exempt entities under UTCA Tax Code Section 151.309(5). CONTRACTOR should be careful to consult the most recent guidelines of the Texas State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and consumed during Project Work (e.g. gas, oil, fluids, rental equipment, etc.), but that are not physically incorporated into the Project real estate. Such items are generally not tax exempt. If the CONTRACTOR has questions about the implementation of this policy he is asked to inquire with the State Comptroller of Public Accounts, Tax Administration Division, State of Texas, Austin, Texas 78774. The CONTRACTOR will not include any federal taxes in Bid prices since the OWNER is exempt from payment of such taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the CONTRACTOR through the regional offices of the Texas State Comptroller of Public Accounts."

6.16.1. On the last page of the Construction Agreement a blank is provided for the CONTRACTOR to fill in an amount in dollars and cents indicating the Bid price of all materials and other tangible personal property included in the total Bid that will be physically incorporated into the Project real estate. The amount to be filled in by CONTRACTOR has reference to all of such materials and other tangible personal property as will actually be physically incorporated into the final result of the Work covered by the Contract. "Tangible personal property" means personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.

6.16.2. Upon award of the Contract, OWNER will, on written request of CONTRACTOR, furnish CONTRACTOR with a certificate of exemption from the Texas Limited Sales, Excise and Use Tax in only an amount not exceeding the above mentioned bid price for materials and other tangible personal property that will be physically incorporated into the Project real estate. Such written request by CONTRACTOR must contain a statement to the effect that such materials or property will be utilized in the performance of the Contract, to the full extent of the amount for which a certificate of exemption is requested. The Texas Comptroller of Public Accounts often audits contractors regarding compliance with these paragraph 6.16 provisions.

Use of Premises:

6.17 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, or otherwise privately acquired by the CONTRACTOR, and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. CONTRACTOR shall assume full responsibility for any damage to any Project land or area, and to the owner or occupant of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER by any such adjacent owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement, or otherwise resolve the claim by mediation, arbitration or at law. **CONTRACTOR SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND THE BPUB INCLUDING THEIR RESPECTIVE COMMISSIONERS, BOARD MEMBERS OFFICER'S AND EMPLOYEES (INDEMNITEES) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, FEES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND COURT COSTS) ARISING DIRECTLY, INDIRECTLY OR CONSEQUENTIALLY OUT OF ANY ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OTHER THIRD PARTY ENTITY AGAINST OWNER, TO THE EXTENT BASED ON A CLAIM ARISING OUT OF CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE WORK. IT IS THE EXPRESSED INTENT OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF THE INDEMNITEES' OWN NEGLIGENCE, WHEN THAT NEGLIGENCE ON THE PART OF THE INDEMNITEES IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE INDEMNITEES, INDEPENDENT OF THE FAULT OF ANY OTHER PERSON OR ENTITY.

6.18 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove and legally dispose of all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Project site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.19 CONTRACTOR shall be confined to all working real estate and easements provided by OWNER, unless CONTRACTOR separately and privately secures at his own non-reimbursable cost, additional private temporary construction easements. Generally, storage of excavation material and all CONTRACTOR equipment and material shall remain within the limits of Project and working easements.

6.20 CONTRACTOR shall not weight load or permit any part of any structure or utility to be loaded in any manner that will endanger the structure or utility, nor shall CONTRACTOR subject any part of the Work or adjacent property to surcharge stresses or pressures, or loss of subjacent or lateral support, that will endanger it.

Record Documents:

6.21 CONTRACTOR shall as a precondition to interim monthly progress payments, show evidence of regularly maintaining and updating and storing in a safe place at the Project site, one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and any written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and periodically annotated to show all changes made by CONTRACTOR during construction. These periodically updated record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be at all times available to ENGINEER for on-site reference. Upon completion of the Work, these record documents, samples and Shop Drawings, will be delivered to ENGINEER for OWNER record retention.

Safety and Protection:

6.22 CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of employees and the general public, and shall also provide the necessary protection to prevent damage, injury or loss to:

6.22.1 other persons and organizations who may be required to properly visit the Project site;

6.22.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

6.22.3 other property at the Project site or adjacent thereto, including drainage gradients, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

6.22.4 Driveways, culverts, storm sewer inlets and laterals, and other public or private property that is destroyed or removed during the construction shall be replaced to its original or better condition by CONTRACTOR. Temporary drainage and any subgrade dewatering is to be provided by CONTRACTOR in the total Contract Price as necessary to protect and complete the Work.

6.22.5 CONTRACTOR is responsible for locating any underground obstacles. It is not represented by OWNER or ENGINEER that the Plans show all previous or current sewers, waterlines, electric lines, gas lines, telephone lines and other underground obstacles and utilities. CONTRACTOR shall exercise caution to prevent damage to existing utilities and other obstacles or facilities not meant for demolition or construction modifications during the progress of the

construction Work, taking care to locate same in advance of the actual Work. OWNER or ENGINEER will render reasonable assistance to CONTRACTOR in the matter of determining the location of existing utilities by making available such existing maps, records, and other available existing information as may be accessible to OWNER or ENGINEER, when requested to do so, but the accuracy of such information will not be guaranteed by OWNER or ENGINEER. CONTRACTOR shall make repairs and/or replacements to all damage to existing utilities resulting from his operations. Where a pipe, duct or other structure of a utility is exposed, which, in the opinion of ENGINEER requires strengthening, altering, shielding or moving, if that utility owner does not cure the situation itself, CONTRACTOR shall perform such Work on same as ENGINEER may order in writing after consultation by ENGINEER with the affected utility owner, that Work, if any, may be paid for by OWNER as extra Work. Should CONTRACTOR, in the layout of his Work, encounter any pipe, underground utility or structure, the location of which has not been furnished to him by ENGINEER, he shall bring such conditions to the attention of ENGINEER for ENGINEER, OWNER and CONTRACTOR discussion to determine the CONTRACTOR'S method to be used to pin in place, remove or bypass such obstructions.

6.22.6 It is essential that in the event of any CONTRACTOR damage being caused to existing utilities, that immediate attention be given to their repair. Any repair work carried out shall be at the non-reimbursable cost of CONTRACTOR and shall be performed to the complete satisfaction of ENGINEER and OWNER, who will acknowledge same in writing. It is therefore, the duty of CONTRACTOR, prior to Bid submittal if possible, and no later than the commencement of construction, to inspect and accurately record in writing to OWNER and ENGINEER, the pre-existing condition of any utility which he reasonably suspects or knows to be damaged, faulty, or defective. In addition, any such utilities so recorded, which in the opinion of CONTRACTOR may deteriorate further as a result of the proposed mode of construction operations should be protected. CONTRACTOR shall discuss with OWNER and ENGINEER what appropriate remedial measures should be employed by CONTRACTOR or utility owner to reach a resolution.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property, or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners, the scheduling and location(s), that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, restoration and replacement of their property. All damage, injury or loss to any property referred to in paragraphs 6.22.3 and 6.22.4 caused, directly or indirectly, in whole or in part by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work; or anyone for whose acts any of them may be liable; shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable to ENGINEER (except as otherwise expressly provided in connection with Substantial Completion).

6.23 CONTRACTOR shall designate in writing to OWNER a responsible representative

at the Project site whose duty shall be the management of risk and safety, and that person shall make a concerted effort to assist workers and visitors at the Project site to prevent accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.24 In emergencies affecting the safety or protection of persons, or the Work, or property at the Project site or adjacent thereto, CONTRACTOR, without special written or oral instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Work or Contract Documents is recommended because of the CONTRACTOR's prompt action taken in response to an emergency, a Work Directive Change or Change Order may be issued by OWNER to document the consequences of any changes or variations.

Shop Drawings and Samples:

6.25 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with the accepted Schedule of Shop Drawing submissions (see process in paragraphs 2.6 and 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, a copy of all Shop Drawings, to ENGINEER, which will bear a stamp or specific written indication by ENGINEER that CONTRACTOR has satisfied CONTRACTOR's submission review responsibilities under the Contract Documents. All submissions will be identified as the ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to efficiently and comprehensively review the CONTRACTOR's information as required.

6.25.1 Before ordering any material or doing any Work, CONTRACTOR will verify all measurements of any existing and new Work and shall be responsible for their correctness. Any differences which may be found shall be submitted to ENGINEER for consideration before proceeding with the Work. No extra compensation will be allowed to CONTRACTOR because of differences between actual dimensions and measurements indicated on the Drawings.

6.26 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has internally satisfied CONTRACTOR's submission review responsibilities under the Contract Documents and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which the material is intended.

6.26.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have internally determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples, and with the requirements of the Work and the Contract Documents.

6.26.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval, of each such CONTRACTOR variation.

6.27 ENGINEER will review and approve with reasonable promptness, Shop Drawings and samples, but ENGINEER's review and approval will be only for general conformance with the design concept of the Project and for compliance with the information given in the Contract Documents, and shall not extend to CONTRACTOR's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents), or to CONTRACTOR's safety precautions or programs incident thereto. The review and approval of a separate or component item will not indicate approval of the assembly into which the item integrally functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required, new samples for review and approval. CONTRACTOR shall direct ENGINEER's specific attention in writing to the most current revisions, other than the corrections called for by ENGINEER on previous CONTRACTOR submittals.

6.28 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents, unless CONTRACTOR has in writing called ENGINEER's specific attention to each such variation at the time of submission as required by paragraph 6.27.2, and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for CONTRACTOR's errors or omissions in the Shop Drawings, or from responsibility for having complied with the provisions of paragraph 6.27.1.

6.29 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be at the sole risk, and non-reimbursable expense and responsibility of CONTRACTOR.

Continuing the Work:

6.30 CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during any and all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER may otherwise agree to in writing.

INDEMNIFICATION:

6.31 CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND THE BROWNSVILLE PUBLIC UTILITIES BOARD, INCLUDING THEIR RESCPECTIVE COMMISSIONERS, BOARD MEMBERS, OFFICERS, AND EMPLOYEES (INDEMNITEES) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, LIABILITY OR EXPENSE: (A) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND (B) IS CAUSED IN WHOLE OR IN PART BY ANY CONDITION OF THE WORK OR MATERIALS, OR BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBTIER SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANY SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR OR ANY SUBCONTRACTOR MAY BE LIABLE UNDER THIS CONTRACT.

SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN PART FROM THE CONCURRENT NEGLIGENCE OF INDEMNITEES.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND INDEMNITEES THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONTRACTOR, TO INDEMNIFY AND PROTECT INDEMNITEES FROM THE CONSEQUENCES OF INDEMNITEE'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE. FURTHERMORE, HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE <u>NO APPLICATION</u> TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY OR DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE INDEMNITEES, INDEPENDENT OF THE FAULT OF ANY OTHER PERSON OR ENTITY.

6.32 IN ANY AND ALL CLAIMS AGAINST INDEMNITEES OR ANY OF THEIR CONSULTANTS, AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER PARAGRAPH 6.32 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY

OR FOR CONTRACTOR, OR ANY SUCH SUBCONTRACTOR, OR OTHER PERSON OR ORGANIZATION UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

6.34 THE OBLIGATIONS OF CONTRACTOR UNDER PARAGRAPH 6.32 SHALL NOT EXTEND TO ANY LIABILITY OF ENGINEER ARISING OUT OF THE PREPARATION OR APPROVAL OF PROJECT MAPS, DRAWINGS, DESIGNS, PLANS, SPECIFICATIONS, OPINIONS, CALCULATIONS, REPORTS, AND SURVEYS.,

6.35 CONTRACTOR shall perform all phases of Work, other than general clean-up, through the duration of the Contract, as defined in these General and any Supplementary Conditions. If CONTRACTOR desires to perform Work, other than general clean-up, during weekends or holidays, prior proper arrangements must be made in writing with OWNER, or any other regulatory agency regarding such Work.

6.35.1 General. This Contract shall be based upon payment by CONTRACTOR and his Subcontractors of wage rates not less than the General Prevailing Wage Rate of per diem wages for work of a similar character in Cameron County, Texas, for each type of laborer, workman or mechanic needed to implement the Contract at the Project Site, and not less than the general prevailing rate of per diem wages for legal holiday and overtime Work. The Schedule of General Prevailing Wage Rates specifically adopted by the OWNER for this Project, and other important Wage and Labor Standard Provisions are included in these Contract Documents in the Supplementary Conditions. Pursuant to local OWNER labor policy, no Project worker shall be paid less than $8.00 per hour, regardless of the adopted wage listings in the attached U. S. Department of Labor General Wage Decision for Cameron County, Texas.

CONTRACTOR shall at minimum comply with all requirements of the prevailing wage law of the State of Texas, Texas Revised Civil Statutes, Texas Government Code (TGC) Section 2259.001 et seq., including the latest amendments thereto, and those special local wage provisions adopted by OWNER. When in conflict, the more stringent requirements apply to CONTRACTOR.

6.35.2 Records. CONTRACTOR and each Subcontractor shall keep an accurate record showing the names and occupations of all classifications of laborers, workmen, and mechanics employed, together with the actual wages paid to each worker. At all reasonable working hours, such CONTRACTOR records shall be open to inspection by the representatives of the OWNER. With each monthly application for payment, CONTRACTOR shall provide to ENGINEER a certified copy of such payroll records as necessary to substantiate compliance with this provision during the period of time for which the application for payment pertains. OWNER shall take cognizance of any and all employee complaints regarding any violations of the requirements of TGC Section 2259.001 et seq.

6.35.3 Penalty. In case CONTRACTOR and any Subcontractor fail to comply with the prevailing wage law, by statutory authority, CONTRACTOR shall forfeit to the OWNER $60.00 per calendar day, or portion thereof, for each laborer, workman, or mechanic who is paid

less than the specified local rate for any Work done under the Contract.

6.35.4 Hours of Labor. CONTRACTOR shall comply with all requirements of the hours of work on public works in accordance with the laws of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

No CONTRACTOR or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers, workmen or mechanics at the Project Site, shall require or permit any laborer, workman or mechanic in any work week in which he is employed on such Work, to work in excess of forty (40) hours in such work week, unless such laborer, workman or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay, for all hours in excess of forty (40) hours in such work week.

6.35.5 Equal Employment Opportunities. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, gender, sexual preference, national origin, age, physically challenged condition, or a political belief or affiliation, and will comply with all State and federal statutes applicable to CONTRACTOR which relate to employment discrimination.

6.35.6 Veterans Preference. Pursuant to Texas Revised Civil Statutes, Article 4413(31), including the latest amendments thereto, CONTRACTOR shall give preference in employment to honorably discharged veterans who were engaged in the military services of the United States in time of war or conflict and who are, and have been, citizens of Texas for not less than five (5) years.

ARTICLE 7. OTHER WORK

Related Work at Site:

7.1 OWNER may perform other separate work related to the Project at the site by OWNER's own forces, have other work performed by utility owners, or award other direct construction contracts therefor, which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not originally noted in these Contract Documents, advance written notice thereof will be given to CONTRACTOR prior to OWNER authorizing any such other work; and, if CONTRACTOR believes that such other work performance will involve additional expense to CONTRACTOR, or requires additional time, and the Parties hereto are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. All increases or decreases in the Contract Price shall be governed by all State and local laws, statutes, codes, ordinances, rules and regulations governing public competitive bidding and Change Orders.

7.2 CONTRACTOR shall afford each utility owner and other contractor who is a party to a separate direct contract with OWNER (or OWNER, if OWNER itself is performing the additional work with OWNER's employees) proper and safe access to the Project site and a reasonable opportunity for the introduction and storage of materials and equipment, and the execution of such separate work, and shall properly connect and coordinate the Work with their

separate work. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any separate work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their work with the written consent of ENGINEER and the consent of other contractor(s), persons whose separate work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors, to the extent that there are comparable provisions for the benefit of CONTRACTOR in said separate direct contracts between OWNER and such other utility owners and other contractors.

7.3 If any part of CONTRACTOR's Work depends upon the separate work of any such other contractor or utility owner (or OWNER) for proper execution or results, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that renders it unavailable or unsuitable for such integration, proper execution and results of CONTRACTOR'S Work. CONTRACTOR's failure to so report will constitute an acceptance of the other separate work as fit and proper for integration with CONTRACTOR's Work, except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4 If OWNER contracts with others for the performance of other separate work on the Project at the Project site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified by OWNER in the Supplementary Conditions, or OWNER'S WORK DIRECTIVE CHANGE, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions or OWNER'S WORK DIRECTIVE CHANGE.

ARTICLE 8. OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all written and oral communications to CONTRACTOR through OWNER's Field Representative and/or ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint a replacement Engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly, and shall make eligible payments to CONTRACTOR within the time periods allowed by the Contract Documents and State prompt pay statutes, after payments are due as provided in Article 14.

8.4 OWNER's duties in respect to providing lands and easements and providing any recent existing available engineering surveys to establish CONTRACTOR construction reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of any existing and available reports of explorations

and tests of subsurface pre-existing conditions at the Project site which are not part of the Contract Documents, but which have been utilized by ENGINEER in generally preparing the Drawings and Specifications.

8.5 OWNER is obligated to consider and may execute Change Orders as indicated in paragraph 10.4.

8.6 OWNER's responsibility in respect to certain inspections, tests and approvals is set forth in paragraphs 13.3 through 13.5.

8.7 In connection with OWNER's right to stop Work or suspend Work, seeparagraphs 13.10 and 15.1. Paragraph 15.2 outlines OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 OWNER's private consulting ENGINEER (generally through its Resident Project Representative) will be OWNER's primary representative during the construction period. OWNER's Field Representative will be the secondary representative during the construction period.

Visits to Site:

9.2 ENGINEER, routinely through the Resident Project Representative will make periodic visits to the site at intervals appropriate to the various stages of construction to observe the progress and general quality of the executed Work and to determine, in general, for the benefit of OWNER only, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, because CONTRACTOR is solely responsible for same. ENGINEER's efforts will be directed toward providing for OWNER only, a greater degree of confidence that the CONTRACTOR's completed Work will conform to the Contract Documents. On the basis of such limited visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to advise OWNER of any obvious defects and deficiencies in the Work.

On-Site Project Representation:

9.3 OWNER will generally furnish a Project Field Representative to assist ENGINEER in observing the daily performance of the Work for the sole benefit of the OWNER. This is an option available to OWNER that need not be exercised, nor may it be relied upon by the CONTRACTOR in any way to satisfy CONTRACTOR's quality control responsibility. The secondary duties, responsibilities and limitations of authority of any such OWNER Field Representative and any assistants will be determined by the OWNER.

Clarifications and Interpretations:

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation by ENGINEER justifies an increase in the Contract Price or an extension of the Contract Time, and the OWNER and CONTRACTOR are unable to agree to the basis, amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12. Any increases or decreases in the Contract Price shall be governed by all State and local laws, statutes, codes, ordinances, rules and regulations governing public competitive bidding and Change Orders.

Authorized Variations in Work:

9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time, and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall promptly perform the Work involved. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or 12. Any increases or decreases in the Contract Price shall be governed by all State and local laws, statutes, codes, ordinances, rules and regulations governing public competitive bidding and Change Orders.

Rejecting Defective Work:

9.6 ENGINEER will have the authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.25 through 6.30 inclusive.

9.8 In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9 In connection with ENGINEER's responsibilities in respect to Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10 ENGINEER will determine the final actual quantities and classifications of any Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR, ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR.

Decisions on Disputes:

9.11 ENGINEER will be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work, and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time, will be referred initially to ENGINEER in writing, with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant (OWNER or CONTRACTOR) to ENGINEER and opposing Party no later than thirty (30) calendar days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other Party within sixty (60) calendar days after such occurrence, unless ENGINEER allows claimant an additional period of time in writing to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, it is hereby mutually agreed between OWNER and CONTRACTOR that ENGINEER will not be personally liable in connection with any non-negligent interpretation or decision rendered in good faith in such official and professional engineering capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by CONTRACTOR and/or OWNER of such rights or remedies they may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13 Neither ENGINEER's authority to act under this Article 9, or elsewhere in the Contract Documents, nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority, shall give rise to any personal or corporate duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14 Whenever in the Contract Documents the terms: "as ordered"; "as directed"; "as required"; "as allowed"; "as approved"; or terms of like effect or import are used, or the adjectives: "reasonable"; "suitable"; "acceptable"; "proper"; or "satisfactory"; or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for general compliance with the Contract Documents (unless there is a specific statement

indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty to supervise or direct the furnishing, performance, or quality control of the CONTRACTOR's Work or any duty or authority to undertake responsibility of the CONTRACTOR contrary to the provisions of paragraph 9.15 or 9.16.

9.15 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, quality control, sequences or procedures of construction, or the safety precautions and programs incident thereto, for which CONTRACTOR shall be solely responsible. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16 ENGINEER will not be responsible for the acts and/or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10. CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time, or from time to time, order additions, deletions or revisions in the Work that are in compliance with State public competitive bidding statutes and laws governing Change Orders; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price, or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12. All increases or decreases in the Contract Price shall be governed by all State and local laws, statutes, codes, ordinances, rules and regulations governing public competitive bidding and Change Orders.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.24, and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR may execute appropriate Change Orders (or Written Amendments) covering:

10.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 10.1; are required because of willing and informed acceptance of defective Work by OWNER under paragraph 13.13; or OWNER correcting defective Work under paragraph 13.14; or are otherwise agreed to by the Parties;

10.4.2 changes in the Contract Price or Contract Time which are agreed to by the Parties; and

10.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the Progress Schedule as provided in paragraph 6.31.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety by CONTRACTOR, the giving of any such notice will be CONTRACTOR'S sole responsibility, and the amount of each applicable Bond may be adjusted accordingly.

ARTICLE 11. CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for properly performing the Work. All original duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the original Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on initial written notice delivered promptly by the CONTRACTOR or OWNER to the other Party, and to ENGINEER promptly (but in no event later than thirty (30) calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall follow and be delivered within sixty (60) calendar days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim), and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant believes he is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11, if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid, and will be deemed legally waived under this Contract, if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the actual quantities of the Work items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2 By mutual acceptance of a lump sum (which may include an allowance for

overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5), plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4 The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the Cameron County, Texas area and shall include only the following items, and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under Schedules of Job Classifications as set forth by OWNER in the Supplementary Conditions of the Contract Documents. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of any fringe benefits, if any, which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday, as may be applicable thereto. Such employees shall include superintendents and foremen at the Project site. The expenses of performing Work after regular daily working hours on Saturday, Sunday or on legal holidays shall be included in the above, to the extent authorized in an advanced written approval notice by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR, unless OWNER deposits funds with CONTRACTOR with which to make advanced payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment, shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR, and shall deliver such bids to OWNER who will then determine which bid will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable. CONTRACTOR shall accomplish the applicability of the Contract Documents to Subcontractor agreements by using either "flow down" provisions or appropriate recitations in the subcontract agreements of parts of these Contract Documents.

11.4.4 Costs of special consultants (including but not limited to engineers,

architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs actually incurred including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Project site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used, but not consumed, which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others, in accordance with written rental agreements produced to OWNER as requested, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof (all in accordance with terms of said rental agreements). The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Any sales, consumer, use or similar taxes actually paid as related to the Work that OWNER is not exempt from paying, and for which CONTRACTOR is liable, as imposed by Laws and Regulations.

11.4.5.5 Deposits forfeited for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, and any royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated to CONTRACTOR by insurance or otherwise, to the Work, or otherwise sustained by CONTRACTOR in connection with the proper performance and furnishing of the Work, provided they have resulted from causes other than the intentional and/or negligent acts and/or omissions of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them, or for whose acts and/or omissions any of them may be liable. Such losses shall include settlements made with the advanced written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for reconstruction services, only at a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the Project site.

11.4.5.8 Minor expenses such as telefaxes, long distance telephone calls, telephone service at the Project site, express mailings and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for any additional Bond and insurance coverages required because of any additive Change Orders to the Work.

11.5 The term "Cost of the Work" shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the Project site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon Schedule of Job Classifications referred to in paragraph 11.4.1, or specifically covered by paragraph 11.4.4, all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices, other than any CONTRACTOR's office at the Project site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent CONTRACTOR payments.

11.5.4 Cost of premiums for all Bonds and for all insurance, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the types of coverage and amounts thereof (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs resulting from the intentional and/or negligent acts and/or omissions of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them, or for whose acts and/or omissions any of them may be liable, including but not limited to, the correction of defective Work, salvaging or disposal of materials or equipment wrongly supplied, and repairing any damage to real or personal property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6 The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen (15%) percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five (5%) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen (15%) percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such Contract change which results in a net decrease in cost will be the amount of the actual net decrease, plus a deduction in CONTRACTOR's Fee by an amount equal to ten (10%) percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one Contract change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will timely submit in a written form acceptable to ENGINEER, an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that CONTRACTOR has included in the Contract Price any and all allowances so named in the Contract Documents and shall cause the Work so covered thereby to be done by such Subcontractors or Suppliers, and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1 Any allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Project site, and all applicable non-exempt taxes; and

11.8.2 CONTRACTOR's costs for managing on the Project site, labor, materials and equipment installation costs, overhead, profit and other expenses already contemplated for determining the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any of such costs will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9 11.9

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work, multiplied by the estimated quantity of each item as indicated in the Agreement. The ENGINEER'S estimated quantities of items of Unit Price Work are not guaranteed by the OWNER to be actually performed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual final quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the ENGINEER's estimated quantity of such item indicated in the Contract Documents (generally plus or minus fifteen percent (15%), and there is no corresponding and offsetting adjustment(s) with respect to any other Unit Price item(s) of Work, and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a timely claim for an increase in the Contract Price in accordance with Article 11 and any applicable State law, if the Parties are unable to otherwise agree as to the amount of any such increase. OWNER is also able to file a similar timely claim with ENGINEER if OWNER believes that the quantity of Unit Price Work items has significantly increased to the point that OWNER believes it is owed a credit from CONTRACTOR for any volume discount pricing that CONTRACTOR should have received by purchasing such additional quantities.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on initial written notice delivered by the CONTRACTOR or OWNER to the ENGINEER and to the other Party (but in no event later than thirty (30) calendar days) after the occurrence of the event giving rise to the claim, and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall follow and be delivered within sixty (60) calendar days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the time adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11, if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid and will be

deemed legally waived under this Contract, if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the reasonable control of CONTRACTOR, so long as CONTRACTOR has made good faith efforts to mitigate delaying impacts and if a claim is made therefore as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by OWNER or others performing additional separate work as contemplated by Article 7, or to fires, floods exceeding the 100 year frequency in Cameron County, labor disputes, epidemics, extremely abnormal weather for Cameron County, Texas, as may be described further in these Contract Documents, or Acts of God.

12.3 **ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE MUTUALLY AGREED TO BE OF THE ESSENCE OF THE AGREEMENT**. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either Party.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of any obvious patent Work defects discovered by OWNER or ENGINEER shall be promptly given to CONTRACTOR in writing. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13. In case of dispute as to the cause of improper functioning of all or any part of the Work, the burden of proof that CONTRACTOR has complied with the Contract Documents rests with CONTRACTOR for this Work. He shall submit in writing to ENGINEER his opinion and basis of proof for the adequacy of his Work. OWNER may have those tests made, which OWNER deems advisable, by an independent testing laboratory of OWNER's choice. If any test so made indicates a defect in material or workmanship, or that one or more manufactured components of the Work are performing below the standard set by the manufacturer's public data and specifications, or the Specifications of these Contract Documents, the entire cost of all such tests shall be paid for by CONTRACTOR, and he shall also pay for retesting of the corrected Work, until in the ENGINEER's opinion, it functions satisfactorily. The Work shall be guaranteed to be free from defects due to faulty workmanship or material for a period of one (1) year from the date of OWNER issue of the Certificate of Acceptance. Work found to be improper or imperfect shall be replaced or redone without cost to OWNER within the one year guarantee period. Neither the Certificate of Acceptance, final payment, or any other provision of the Contract Documents shall relieve CONTRACTOR from his workmanship guarantee. Failure of CONTRACTOR to repair or replace faulty Work entitles OWNER to repair or replace the same and recover the costs from CONTRACTOR and/or his Surety. CONTRACTOR shall be the sole guarantor of the Work installed under this Contract and no third party guarantees/warranties by Subcontractors or suppliers of various components or materials will

be acceptable; nor shall agreements with Subcontractors or material or component suppliers by CONTRACTOR reduce CONTRACTOR's sole responsibility to OWNER under this Agreement. All equipment shall be warrantied and/or guaranteed by either CONTRACTOR or its supplier/manufacturer by assignment to OWNER, for at least one (1) year from the date of OWNER acceptance of the entire Project. It is anticipated by OWNER and acknowledged by CONTRACTOR that many equipment and material warranties from suppliers/manufacturers shall extend well beyond the initial one (1) year post acceptance period. The CONTRACTOR shall transfer by assignment to the OWNER any and all third party supplier and manufacturer warranties and/or guaranties that remain in effect beyond the one (1) year workmanship guarantee/warranty period. At the option of the OWNER, all materials/equipment are also warrantied or guaranteed to OWNER for one (1) year from the date of any early partial acceptance of Work, and beneficial use of a completed system component of Work prior to full integration with the entire completed Project.

Access to Work:

13.2. ENGINEER AND ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests, will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall promptly provide proper and safe conditions for such authorized and identified reasonable access in accordance with any Occupational Safety and Health Administration (OSHA) and CONTRACTOR's safety program and insurance requirements.

It is agreed by CONTRACTOR that OWNER shall be and is hereby authorized to appoint from time to time, OWNER's subordinate supervisors, observers, and/or inspectors, as the OWNER may deem proper to inspect the material furnished and observe the Work performed under this Agreement, and to see that the material is furnished and Work is generally performed in accordance with the Specifications. This OWNER function, for OWNER's sole benefit, does not excuse the CONTRACTOR from his own quality control assurance, which is solely his responsibility. CONTRACTOR shall furnish all reasonable aid and assistance required by the ENGINEER, and OWNER's subordinate supervisors, observers and/or inspectors to perform observation, inspection and examination of the Work and all parts of the Work. CONTRACTOR shall regard and obey the directions and instructions of the ENGINEER and any OWNER subordinate supervisors, observers and/or inspector so appointed, when such directions are consistent with the obligations of the Contact Documents and included Specifications, provided, however, that should CONTRACTOR object to any order by any OWNER subordinate supervisor or inspector, CONTRACTOR may within ten (10) calendar days submit written notice to ENGINEER for his decision. Except as herein before provided, the authority of OWNER's subordinate supervisors or inspectors shall be limited to the rejection of unsatisfactory Work and materials and to the potential short-term suspension of the Work, until the questions of Work acceptability can be referred to ENGINEER.

13.2.1. CONTRACTOR shall cooperate with any OWNER-provided testing laboratory for the purpose of allowing services of the laboratory to be timely and properly performed. CONTRACTOR shall provide OWNER's representative and testing laboratory a minimum of twenty-four (24) hours notice of readiness for all testing as required by the

Specifications or customary construction industry standards. OWNER shall bear the cost of density and concrete testing, for the first test only. Testing of equipment, lines and valves shall be the responsibility of CONTRACTOR and he shall notify ENGINEER and OWNER's Field Representative of his scheduled time for such tests, so that the test can be witnessed by ENGINEER and OWNER'S Field Representative. If initial tests show failure, the CONTRACTOR shall incur the non-reimbursable costs of retesting the areas that failed after CONTRACTOR's corrective action has been taken, including the per diem personnel and equipment costs incurred by OWNER in said retesting. The per diem costs shall be determined based on the hourly wage plus reasonable overhead of ENGINEER's and OWNER's personnel needed to be present at the Project site during retesting, and by the locally prevailing rental rate for the vehicles and equipment utilized in retesting. These retesting costs shall be paid by CONTRACTOR prior to OWNER's interim conditional acceptance of the Work improvements.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER and /or OWNER's Field Representative timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs as included in the Contract Price in connection therewith, and furnish ENGINEER the required final certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all non-reimbursable costs in connection with any special inspection or testing required in connection with OWNER's or ENGINEER's approval and acceptance of an alternative Supplier of "or equal" proposed substitutions of materials or equipment proposed by CONTRACTOR to be incorporated in the Work, or of alternative materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof, for incorporation in the Work. The cost of all routine inspections, tests and approvals, other than any of those special inspections which may be required by the Contract Documents to be paid by CONTRACTOR, shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals, other than those required by Laws or Regulations of any public body having jurisdiction, shall be performed by organizations acceptable to OWNER (or by ENGINEER, if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is backfilled or otherwise built-in or concealed by CONTRACTOR without written concurrence of ENGINEER, it must, if requested in writing by ENGINEER, be uncovered and revealed for ENGINEER's Resident Project Representative and OWNER Field Representative observation. Such uncovering shall be at CONTRACTOR's non-reimbursable expense, unless CONTRACTOR has given ENGINEER timely written notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness (not to exceed three (3) days) in written response to such CONTRACTOR notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's sole obligations to perform the Work and

constantly employ quality control in accordance with the Contract Documents.

Uncovering Work:

13.8 If any Work is backfilled contrary to the advanced written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's non-reimbursable expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's written request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question shall be uncovered by CONTRACTOR by furnishing all necessary labor, material and equipment to uncover same. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential non-reimbursable costs of such uncovering, exposure, observation, inspection and testing, and of the satisfactory repair, replacement and reconstruction, (including but not limited to fees and charges of ENGINEER, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price for that portion of these costs that CONTRACTOR does not otherwise reimburse to OWNER; and if the Parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, repair, replacement and reconstruction; and, if the Parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. All increases or decreases in the Contract Price shall be governed by all State and local laws, statutes, codes, ordinances, rules and regulations governing public competitive bidding and Change Orders.

Owner May Stop the Work:

13.10 If the Work is defective in the opinion of the ENGINEER and OWNER, or CONTRACTOR fails to supply sufficient skilled workers, Subcontractors, or suitable materials or equipment, or otherwise fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may issue a written order for CONTRACTOR to stop the Work, or any portion thereof, until the cause for such stop Work order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, or any other entity.

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed in writing, either correct all defective Work, whether or not fabricated, installed or completed, if the Work has been rejected by ENGINEER, and remove it from the Project site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential non-reimbursable costs of such correction or removal (including but not limited to fees and charges of ENGINEER, architects, attorneys and other professionals) made necessary thereby.

One Year Workmanship Correction Period:

13.12 If within one (1) year after the date of OWNER issuance of the Certificate of Acceptance, or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the Project site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such OWNER instructions, or in an emergency where CONTRACTOR delay would cause serious risk of loss or damage to OWNER's facilities, OWNER may have the defective Work corrected, or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of ENGINEER, architects, attorneys and other professionals) will be charged to and paid by CONTRACTOR. In special circumstances, where a particular item of equipment is placed in continuous service by OWNER before acceptance of all the Work, the minimum one (1) year workmanship guarantee and/or equipment warranty correction periods for that item may start to run from an earlier date, if so provided in the Specifications or by Written Contract Amendment.

Acceptance of Defective Work:

13.13 If instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final Project payment), prefers to accept it "as is," OWNER may do so in writing. CONTRACTOR shall bear all reasonable direct, indirect and consequential non-reimbursable costs attributable to OWNER's evaluation of, and determination to accept such defective Work (such OWNER costs to be approved by ENGINEER as to reasonableness and may include but not be limited to fees and charges of ENGINEER and any OWNER's, architects, attorneys and other professionals). If any such OWNER acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions to the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the Parties are unable to agree as to the amount thereof, OWNER or CONTRACTOR may make a written claim therefore as provided in Article 11. If the acceptance occurs after such final Project payment, an appropriate amount as determined by OWNER will be charged to and paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within seven (7) calendar days after written notice by ENGINEER to proceed to correct, and to actually correct defective Work; or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11; or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents; or if CONTRACTOR fails to comply with any other provision of the Contract Documents; OWNER may, after the pre-requisite seven (7) calendar days written notice to CONTRACTOR, correct and remedy any such CONTRACTOR deficiency. In exercising the rights and remedies under this

paragraph, OWNER shall proceed with reasonable expediency. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Work and Project site; take possession of all or part of the Work; and temporarily suspend CONTRACTOR's Work related thereto; take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Project site; and incorporate in the Work all Project materials, and CONTRACTOR shall allow OWNER and ENGINEER, representatives and employees such access to the Project site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR, in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the Parties are unable to agree as to the amount thereof, OWNER or CONTRACTOR may make a claim therefore as provided in Article 11. Such direct, indirect and consequential OWNER costs will include, but not be limited to: fees and charges of ENGINEER; OWNER's architects; attorneys; and other professionals; all court costs; and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.4.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The Schedule of Values established as provided in paragraph 2.9 will serve as the basis for monthly progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units actually completed, multiplied by the per unit price. CONTRACTOR, ENGINEER and OWNER shall also mutually address in the Schedule of Values any periodic CONTRACTOR reimbursements or direct OWNER payments to third-party vendors producing any specially fabricated goods and equipment with longer lead times prior to delivery to the Project site.

Application for Progress Payment:

14.2 At least twenty (20) calendar days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review, an Application for Payment accurately completed and signed by CONTRACTOR, covering the Work completed as of the date of the Application, and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site, or at another bonded and insured secure location off the nearby Project site as agreed to in an advanced writing signed by CONTRACTOR and OWNER, the Application for Payment shall also be accompanied by a bill of sale, invoice, affidavit of bill(s) paid, or other documentation warrantying that OWNER has actually received the title ownership of Project materials and equipment still within the care,

custody and control of CONTRACTOR for Project Work purposes and free and clear of any attempted liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Encumbrances"), and evidence that the materials and equipment are covered by appropriate property insurance and other security arrangements to protect OWNER's legal interest therein, all of which will be satisfactory to OWNER. The amount of OWNER retainage with respect to progress payments, five percent (5%), is stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to any Work equipment and materials itemized in any Application for Payment, whether incorporated in the Project, or delivered and stored at or nearby the Project site, will pass to OWNER no later than the time of any progress payment, free and clear of any and all Encumbrances.

Review of Applications for Progress Payment:

14.4 ENGINEER will, within twenty (20) calendar days after receipt of each Application for Payment from CONTRACTOR, either indicate in writing a recommendation for OWNER payment and process the Application, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR will make the necessary corrections and promptly resubmit the Application. Twenty (20) calendar days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the payment amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due, and when due will be promptly paid by OWNER to CONTRACTOR, preferably by electronic transfer.

14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based upon ENGINEER's limited periodic on-site observations of the Work in progress as an experienced and qualified design professional; and on ENGINEER's review of the Application for Payment and the accompanying data and Schedules; that the Work has progressed to the estimated percentage completion point indicated, that, to the best of ENGINEER's knowledge, information and belief, the status of the Work is in apparent general accordance with the Contract Documents (subject to: a later evaluation of the Work as a functioning whole; prior to or upon Substantial Completion; and subject to the results of any subsequent tests called for in the Contract Documents; and subject to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10; and subject to any other qualifications stated in the ENGINEER's recommendation to OWNER); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the CONTRACTOR's quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, or that there may not be other matters or issues between the Parties that might entitle CONTRACTOR to be paid additionally by OWNER, or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER's recommendation of final Project payment will constitute an additional representation by ENGINEER to OWNER that to the best of ENGINEER's knowledge, the conditions precedent to CONTRACTOR's being entitled to final Project payment, as set forth in paragraph 14.13, have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's professional opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence, or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion, to protect OWNER from Project loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring CONTRACTOR correction or replacement.

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 because of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may for its own benefit and protection and not for the direct benefit of any third parties, refuse to make CONTRACTOR payment in whole or in part of the amount recommended by ENGINEER, because claims have been made against OWNER on account of CONTRACTOR's improper performance of the Work; or payment bond claims and inquiries have been filed with OWNER or surety by third-parties in connection with the Work and OWNER may wish to consult with CONTRACTOR and/or CONTRACTOR's surety about the status of CONTRACTOR sub-tier payments, or there are other items entitling OWNER to a set-off against the payment amount recommended, but OWNER must give CONTRACTOR written notice stating the reasons for any non-payment to CONTRACTOR.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for OWNER's intended purpose and use, CONTRACTOR shall notify ENGINEER in writing that the entire Work is Substantially Complete (except for minor items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, ENGINEER and CONTRACTOR shall make a joint inspection of the Work to determine the status of Project completion. If ENGINEER does not consider the Work Substantially Complete, ENGINEER will promptly notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work Substantially Complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a

tentative list of pending Work items to be completed or corrected by CONTRACTOR before final payment ("punch-list"). OWNER shall have ten (10) calendar days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not Substantially Complete, ENGINEER will within twenty (20) calendar days after submission of the tentative certificate to OWNER, notify CONTRACTOR in writing, stating the reasons for no accomplishment of Substantial Completion. If, after consideration of OWNER's written objections regarding non-issuance of a Substantial Completion certificate, ENGINEER considers the Work Substantially Complete, ENGINEER will within said twenty (20) calendar days execute and deliver to OWNER and CONTRACTOR, a definitive certificate of Substantial Completion (with a final punch list of items to be completed or corrected) reflecting such changes from the tentative list as ENGINEER believes justified, after consideration of any objections from OWNER. At the time of delivery of the definitive certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to any Project security, operation, safety, maintenance, HVAC, utilities, insurance, warranties, and guarantees. OWNER and CONTRACTOR shall agree in writing regarding the final division of responsibilities, and so inform ENGINEER.

14.9 OWNER shall have the right to exclude CONTRACTOR from portions of the Project site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to portions of the Work to complete or correct items on the final punch list.

Partial Utilization:

14.10 Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR subsequently agree constitutes a separately functioning and useable part of the Work that can be utilized by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work, subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for OWNER's intended use and purpose and Substantially Complete. If CONTRACTOR agrees, CONTRACTOR will certify in writing to OWNER and ENGINEER that said part of the Work is Substantially Complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Additionally, CONTRACTOR at any time may notify OWNER and ENGINEER in writing, that CONTRACTOR considers any such part of the Work ready for OWNER's intended use and purpose, and substantially complete, and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after such CONTRACTOR request, OWNER, ENGINEER and CONTRACTOR shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER considers that part of the Work to be Substantially Complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to issuance of any certification of Substantial Completion for that part of the Work, and finalizing the division of responsibilities and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work, although it is not Substantially Complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter, OWNER, ENGINEER and CONTRACTOR shall make an inspection of that part of the Work to determine its status of completion and will prepare a punch-list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER within seven (7) calendar days that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR, together with a written statement as to the division of responsibilities pending final payment between OWNER and CONTRACTOR, with respect to security, operation, safety, maintenance, HVAC, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such OWNER operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on any punch list, and to complete other related Work.

14.10.3 No OWNER use, occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.9 in respect of CONTRACTOR's property insurance notice and endorsement.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars (a revised short-list) in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such corrective measures as are necessary to remedy such remaining deficiencies.

A qualified person(s) representing CONTRACTOR shall be present at this final inspection. Prior to this inspection, all Work shall have been completed, tested, adjusted and in final operating condition, if required by the Project Specifications.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such final Work corrections to the satisfaction of ENGINEER and delivered certificates of inspection, marked-up record documents, if any, depicting as-built conditions (as provided in paragraph 6.21) and other important documents--all as required by the Contract Documents; and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for monthly progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to

OWNER) of all third-party claims arising out of, or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish third-party receipts or releases in full; a sworn affidavit of CONTRACTOR that the releases and receipts include prior CONTRACTOR payments for all labor, services, material and equipment for which a timely Payment Bond claim could be filed, and that all payrolls, material and equipment bills, and other CONTRACTOR indebtedness connected with the Work, for which OWNER or OWNER's property might in any way be encumbered, have been paid or otherwise satisfied; and a written consent of the Surety to OWNER's final payment, if any is required by CONTRACTOR's Surety. **IF ANY SUBCONTRACTOR OR SUPPLIER FAILS TO FURNISH CONTRACTOR A RELEASE OR RECEIPT IN FULL, CONTRACTOR MAY FURNISH A SPECIAL INDEMNITY BOND, OR OTHER COLLATERAL SATISFACTORY TO OWNER, TO INDEMNIFY, HOLD HARMLESS, AND FULLY PROTECT OWNER AGAINST ANY POTENTIAL THIRD-PARTY CLAIM.**

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment, and accompanying documentation (all as required by the Contract Documents), ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within twenty (20) calendar days after receipt of the final Application for Payment, indicate in writing, ENGINEER's recommendation to OWNER for payment and process the Application for Payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall promptly make the necessary corrections and resubmit the Application. Thirty (30) calendar days after presentation to OWNER of the final Application for Payment and accompanying documentation, in appropriate final form and substance, and with ENGINEER's recommendation and notice of acceptability, the final amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

CONTRACTOR shall submit satisfactory evidence to the OWNER and ENGINEER that all payrolls, and other CONTRACTOR indebtedness connected with the Work have been paid, before a Final Certificate of Acceptance is issued.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the partial payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such Payment. Such partial payment shall be made under the terms and conditions governing final payment, except that it shall not

constitute a final waiver of claims by OWNER.

Contractor's Continuing Obligation:

14.15 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER; nor the issuance of a Certificate of Substantial Completion or Final Acceptance; nor any payment by OWNER to CONTRACTOR under the Contract Documents; nor any use or occupancy of the Work or any part thereof by OWNER; nor any act of Work acceptance by OWNER; nor any failure to do so; nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13; nor any correction of defective Work by OWNER, will constitute an acceptance of Work not in accordance with the Contract Documents, or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16 The making and acceptance of final payment will constitute:

14.16.1 a waiver of all claims by OWNER against CONTRACTOR, except any timely filed third party claims arising from unsettled payment bond claims; from latently defective Work appearing after final inspection pursuant to paragraph 14.11; or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights regarding CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by CONTRACTOR against OWNER, other than those previously, properly, and timely made in writing and still unsettled.

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) cumulative (not necessarily consecutive) calendar days by notice in writing to CONTRACTOR and ENGINEER, which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if CONTRACTOR demonstrates an approved claim therefore as provided in Articles 11 and 12. Any increase or decrease in the Contract Price shall be governed by all State and local laws, statutes, codes, ordinances, rules and regulations governing public competitive bidding and Change Orders.

Owner May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise, under any other federal or Texas law in effect at such time, relating to the bankruptcy or insolvency;

15.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or Texas law in effect at the time relating to bankruptcy or insolvency;

15.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of the property of CONTRACTOR is for the purpose of enforcing a lien against such CONTRACTOR property, or for the purpose of general administration of such CONTRACTOR property, for the benefit of CONTRACTOR's creditors;

15.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or equipment, or failure to adhere to the Progress Schedule established under paragraph 2.9, as revised from time to time);

15.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 if CONTRACTOR disregards the rights of OWNER; or

15.2.9 if CONTRACTOR otherwise violates in any substantial and material way, any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR and the surety seven (7) calendar days written notice, and to the extent permitted by Laws and Regulations: terminate the services of CONTRACTOR; exclude CONTRACTOR from the Project site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the Project site; and use the same to the full extent they could be used by CONTRACTOR (without OWNER liability to CONTRACTOR for trespass or conversion), and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the OWNER's direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of ENGINEER, other engineers, architects, attorneys and other professionals and court costs), such excess will be paid to CONTRACTOR or surety. If such OWNER costs exceed such

unpaid balance of the Contract Price, CONTRACTOR or surety shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, that termination will not affect any rights or remedies of OWNER under this continuing Agreement against CONTRACTOR then existing, or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from ongoing liability under this Agreement.

15.4 Upon seven (7) calendar days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement for OWNER's convenience. In such case, CONTRACTOR shall mitigate demobilization costs as best as possible and be paid for all Work properly executed and expenses sustained, plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of CONTRACTOR's engineers, architects, attorneys and other professionals).

ARTICLE 16 -- TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES.

16.1. IT IS HEREBY UNDERSTOOD AND MUTUALLY AGREED, BY AND BETWEEN THE PARTIES HERETO, THAT THE DATE OF BEGINNING, RATE OF PROGRESS AND THE TIME FOR SUBSTANTIAL COMPLETION OF THE WORK TO BE PERFORMED HEREUNDER ARE ESSENTIAL CONDITIONS OF THIS CONTRACT; and it is further mutually understood and agreed, by and between the Parties hereto, that the time to perform the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

16.2 CONTRACTOR hereby agrees that said Work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure Substantial Completion thereof within the time specified. It is expressly understood and mutually agreed, by and between the Parties hereto, that the time for the Substantial Completion of the Work described herein in calendar days is a reasonable time for Substantial Completion of same, taking into consideration the average climatic range and weather conditions the CONTRACTOR must reasonably anticipate is already included in the calculation of the performance time specified herein, and CONTRACTOR has assessed the usual industrial and labor conditions prevailing in the Cameron County area.

16.3 If CONTRACTOR shall neglect, fail or refuse to Substantially Complete the Work within the mutually agreed to time herein specified, then CONTRACTOR does hereby agree, as a part of the consideration for the awarding of this Contract, to pay the OWNER the mutually agreed to amount specified in the Construction Agreement, not as a penalty, but as liquidated damages for such breach of Contract for each and every calendar day that CONTRACTOR shall be in default, after the time stipulated in the Contract Documents for Substantially Completing the

Work.

16.4 The damage to OWNER by reason of this Work not being Substantially Completed as of the mutually agreed to performance time period are incapable of definite ascertainment by either Party, and therefore the Parties hereto have mutually fixed and limited such damages to the sum stipulated in the Construction Agreement for each calendar day the Project runs beyond such Substantial Completion date, and the mutual agreement for such damages constitutes a part of the consideration for entering the Agreement. It is further mutually agreed that **TIME IS OF THE ESSENCE** for each and every portion of this Agreement and of the Specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, any additional time is allowed for the Substantial Completion of any Work, the new time fixed by such extension shall also be **OF THE ESSENCE** for this Agreement. Provided that CONTRACTOR shall not be assessed with the mutually agreed to liquidated damages or any excess cost when the delay in the Substantial Completion of Work is due:

16.4.1 To any preference, priority or allocation order duly issued by the United States Federal Government.

16.4.2 To unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to: Acts of God; or of the public enemy; acts of the OWNER; acts of another contractor in the performance of a separate contract with the OWNER; fires; floods exceeding the 100 year frequency in Cameron County, Texas; epidemics; quarantine restrictions; strikes; freight embargoes and unusually severe weather not customary for the Cameron County, Texas area and not already included in the calculation of the performance time specified herein.

16.4.3 To any delays of Subcontractors and/or CONTRACTOR's equipment/material suppliers occasioned by any of the causes specified in 16.4.1 or 16.4.2.

16.4.4 Provided further, that CONTRACTOR shall immediately attempt to mitigate the impacts of the delay, and within seven (7) calendar days from the beginning of such delay, notify OWNER, in writing, of the causes for the delay. ENGINEER and OWNER shall then ascertain the facts and extent of the delay and OWNER will notify CONTRACTOR within a reasonable time of OWNER's decision in the matter regarding any adjustment to the Contract Time and a mutually acceptable Project Schedule recovery plan.

ARTICLE 17 -- MISCELLANEOUS

Giving Notice:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly performed if delivered in person to the CONTRACTOR's Project Superintendent or mailed to an officer of the corporation in the case of the CONTRACTOR; or to the General Manager and CEO of the BPUB in the case of the OWNER; or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the provider of the notice. **PROVIDING TIMELY NOTICE AS REQUIRED BY**

THE NUMEROUS PARAGRAPHS HEREIN IS A MUTUALLY AGREED TO ESSENTIAL TERM OF THIS CONTRACT FOR BOTH PARTIES, AND FAILURE TO PROVIDE SAME CONSTITUTES A MATERIAL BREACH OF THE CONTRACT AND A WAIVER OF CERTAIN REMEDIES THAT OTHERWISE WOULD HAVE BEEN AVAILABLE TO A PARTY HEREUNDER HAD PROPER TIMELY NOTICE BEEN PROVIDED.

Computation of Calendar Day Time:

17.2 When any period of time is referred to in the Contract Documents by "days", and the OWNER'S format for scheduling the performance time on the Project is by utilizing calendar days in lieu of "working days," it will be computed as calendar days, to exclude the first and include the last calendar day of such measured period. If the last calendar day of any such period falls on a calendar day listed as a local BPUB holiday by the Contract Documents, such calendar day will be omitted from the computation.

17.2.1 A calendar day consists of twenty-four (24) hours and is measured from midnight on one day, to the next midnight, and shall constitute a single calendar day.

General:

17.3 Should OWNER suffer injury or damage to person or property because of any error, omission or negligent act of the CONTRACTOR, or of any of the CONTRACTOR's, Subcontractor's, employees or agents, or others for whose negligent acts and/or omissions CONTRACTOR is legally liable, OWNER's claim will be made in writing to the CONTRACTOR within a reasonable time of the first occurrence or observation of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for, or a waiver of, the legal provisions of any applicable statute of limitations or repose.

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the Parties hereto, and, in particular but without limitation, the conditions, warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2, and all of the rights and remedies available to OWNER thereunder; are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to OWNER which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph 17.4 will be as effective as if repeated specifically in all the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, conditions, warranties and guarantees made in the Contract Documents will survive the execution, final payment and termination or completion of the Agreement. All CONTRACTOR recitations contained in any document required by OWNER, whether delivered at the time of the execution of the Construction Agreement, or at a later date, shall constitute legal and binding representations, warranties and guarantees by CONTRACTOR herein.

17.5 CONTRACTOR shall comply with the "anti-kickback" provisions of the Copeland

Act now codified at 18 U. S. C. A. §874, and all amendments or modifications of the original Act of June 13, 1934.

SUPPLEMENTARY CONDITIONS

SECTION 1 - WAGE AND LABOR STANDARD PROVISIONS - 100% NON - FEDERALLY FUNDED CONSTRUCTION

Contents

1. GENERAL STATEMENT

This is a 100% Non-Federally funded and competitively bid Public Works Contract and Article 5159a, Revised Civil Statutes of Texas, as amended, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to Contractor and Subcontractor employees. These local prevailing and adopted wage rates are derived from the most current applicable federal prevailing wage rates for Cameron County, Texas as published by the United States Department of Labor, (DOL) Dallas, Texas. Copies of the wage rates applicable to the Project at the time of bidding are contained at the end of this Supplementary Conditions Section 1, and are included instruments of this Contract and full compliance with same shall be required.

Any deviation from Wage and Labor Standard Provisions compliance may be cause for OWNER's withholding either interim or final payment to the CONTRACTOR until such deviations are properly corrected.

2. OWNER'S FINANCE DEPARTMENT WAGE & HOUR OFFICE, PROJECT RESPONSIBILITIES

The OWNER's FINANCE DEPARTMENT is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor CONTRACTOR/Subcontractor practices to assure the OWNER that:

a. Appropriate weekly compliance statements and payroll records are submitted to the OWNER by the CONTRACTOR/Subcontractors and that such are reviewed for compliance with Wage and Labor Standard Provisions.

b. Apprentices/trainees working on the Project are properly identified by CONTRACTOR/Subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or Texas regulatory agencies.

c. Applicable Wage Determination Decisions, including any applicable modifications, and related statements are posted at the Project Work site by the CONTRACTOR and that proper job classifications and commensurate minimum hourly base and any applicable fringe wage rates are paid.

d. Employees are periodically interviewed (at random) on each Project as required.

e. That no person employed by CONTRACTOR/Subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.

f. That any and all periodic administrative directives to the Wage & Hour Monitor (TITLE) from the OWNER's Finance Department and Board of Trustees are being implemented.

3. CLAIMS & DISPUTES PERTAINING TO WAGE RATES

Claims and disputes not promptly and routinely settled by the CONTRACTOR/Subcontractor and employees pertaining to wage rates, or to job classifications of labor employed upon the Work covered by this Contract, shall be reported by the employee in writing, within sixty (60) Calendar Days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Wage & Hour Monitor for further investigation. Claims and disputes not reported by the employee to the Wage & Hour Monitor in writing within the sixty (60) Calendar Day period shall be deemed waived by the employee for the purposes of the OWNER administering and enforcing the OWNER's Contract rights against the CONTRACTOR on behalf of the employee. Waiver by the employee of this OWNER intervention shall not constitute waiver by the OWNER or employee to independently pursue contractual rights it has against the CONTRACTOR/Subcontractor for breach of Contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

4. BREACH OF WAGE AND LABOR STANDARD PROVISIONS

The OWNER reserves the right to terminate this Contract for cause if the CONTRACTOR/Subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for a "non-responsibility" determination by OWNER thereby jeopardizing CONTRACTOR/Subcontractor from future OWNER contracts for lack of responsibility to perform future work, as determined by the OWNER. Recurrent violations, whether remedied or not, will be considered by the OWNER when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future OWNER Public Works projects. The general OWNER remedies stated in this paragraph 4. above, are not exhaustive and not cumulative, for the OWNER reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this Contract and as are allowed by applicable OWNER resolutions, Texas and federal statutes.

5. EMPLOYMENT OF LABORERS/MECHANICS NOT LISTED IN WAGE DETERMINATION DECISION

In the event the CONTRACTOR/Subcontractor discovers that construction of a particular Work element requires a certain employee classification and skill that is not listed in the wage determination decision contained in the original Contract Documents, CONTRACTOR/Subcontractors will make prompt inquiry (at least twenty-one (21) Calendar Days before bidding, if possible) to the OWNER identifying that class of laborers/mechanics not listed in the current pre-bid wage determination decision who are intended to be employed, or who are being employed, under the Contract. Using his best judgment and information resources available to him at the time, and any similar, prior OWNER or Federal Department of Labor decisions, the Wage & Hour Monitor, shall

classify said laborers/mechanics by issuing a special local wage determination decision to the bidders or CONTRACTOR/Subcontractor, which shall be enforced by the OWNER.

6. MINIMUM WAGE

All laborers/mechanics employed to construct the Work governed by this Contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and any applicable minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period, computed at wage and fringe rates not less than those contained in the wage determination decision included in this Contract. Only payroll deductions as are mandated by Texas or federal law, and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by Texas or federal law, may be withheld by the CONTRACTOR/Subcontractor.

Should the CONTRACTOR/Subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the OWNER in adopting a previous U.S. Department of Labor decision on such fringe benefit programs or by applying DOL criteria, in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of OWNER's Contract execution and the provisions thereof shall be disclosed to the CONTRACTOR, for legal review prior to Project commencement, if a written request for same is submitted by CONTRACTOR/Subcontractor prior to CONTACTOR's execution of the Construction Agreement.

Regular CONTRACTOR/Subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll period (e.g. monthly or quarterly, etc.) shall be prorated by the CONTRACTOR/Subcontractor on weekly CONTRACTOR payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

7. OVERTIME COMPENSATION ON NON-FEDERALLY FUNDED PROJECTS

No CONTRACTOR/Subcontractor contracting for any part of the non-federally funded Contract Work (except for Project site related security guard services), which may require or involve the employment of laborers/mechanics, shall require or permit any laborer/mechanic in any seven (7) Calendar Day Work period in which he, she is employed on such Work, to Work in excess of forty (40) hours in such Work period, unless said laborer/mechanic receives compensation at a rate not less than one and one-half (1 ½) times the basic hourly rate of pay for all hours worked in excess of forty (40) hours in a seven (7) Calendar Day Work period. Any applicable fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

8. PAYMENT OF CASH EQUIVALENT FRINGE BENEFITS

The CONTRACTOR/Subcontractor is allowed to pay a minimum hourly cash equivalent of any applicable minimum hourly fringe benefits listed in the wage determination decision, in lieu of the contribution of benefits to a permissible fringe benefit plan, for all hours worked, including overtime, as described in paragraphs 6. and 7. above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the applicable wage determination decision.

9. WORK CONDUCTED ON HOLIDAYS-NON-FEDERALLY FUNDED PROJECTS

If a laborer/mechanic is employed in the normal course and scope of his or her Work on the jobsite on New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or any additional local OWNER holidays specified by the OWNER in the Contract Documents or the Calendar Days observed as such in any given year, Work shall be paid for at no less than one and one-half (1 1/2) times the regular minimum hourly base pay regardless of the total number of hours the laborer/mechanic has accumulated during the pay period.

10. UNDERPAYMENT OF WAGES OR SALARIES

a. When a "full investigation" (as called for in and as construed under Article 5159a, Sec. 2 and as may be further generally described in any administrative directive to the Wage & Hour Monitor from the OWNER), evidences underpayment of wages by CONTRACTOR/Subcontractor to laborers/mechanics employed upon the Work covered by this Contract, the OWNER, in addition to such other rights as may be afforded it under Texas and/or federal law and/or this Contract, shall withhold from the CONTRACTOR, out of any payments (interim progress and/or final) due the CONTRACTOR, so much thereof as the OWNER may consider necessary to secure ultimate payment by the appropriate entity to such laborers/mechanics, of full wages required by this Contract, plus possible penalty (See b. below). The amount so withheld, excluding any possible penalty to be retained by the OWNER, may be disbursed at an appropriate time after "full investigation" by the Wage & Hour Monitor, for and on behalf of the CONTRACTOR/Subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due, or on their behalf to fringe benefit plans, funds, or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

b. Article 5159a, Revised Civil Statutes of Texas, as amended, states that the CONTRACTOR shall forfeit as a penalty to the OWNER the sum of sixty dollars ($60.00) for each Calendar Day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any Work done under this Contract, whether by the CONTRACTOR himself, or by any Subcontractor working under him. Pursuant to and supplemental to this statutory authority, the OWNER and the CONTRACTOR/Subcontractor contractually acknowledge and agree that said sixty dollar ($60.00) statutory penalty shall apply to any violations

of paragraphs 6,7, or 9 herein, resulting from CONTRACTOR/Subcontractor underpayment violations.

c. If unpaid or underpaid workers cannot be located by the CONTRACTOR/Subcontractor or the OWNER after diligent efforts to accomplish same, unpaid or underpaid wages shall be reserved by the OWNER in a special "unfound worker's account" established by the OWNER, for such CONTRACTOR/Subcontractor employees. If after one (1) year from the final acceptance of the Project by the OWNER, workers still cannot be located, in order that the OWNER can make effective interim re-use of the penalty money, such wages and any associated statutory penalties may be used to defray actual costs incurred by the OWNER in attempting to locate said workers, and any remaining monies may then revert back to the OWNER's original funding source for the Project. However, unpaid or underpaid workers for which money was originally reserved are eligible to claim recovery from the OWNER for a period of not-to-exceed three (3) years from the final acceptance of the Project by the OWNER. Claimant recovery after expiration of the three (3) year period is prohibited.

11. DISPLAYING WAGE DETERMINATION DECISIONS/AND NOTICE TO LABORERS/MECHANICS STATEMENT

The applicable wage determination decision(s) as described at the end of this Supplementary Conditions Section 1 (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the Work covered by this CONTRACT, shall be displayed by the CONTRACTOR/Subcontractor at the site of Work in a conspicuous and prominent public place, readily and routinely accessible to workmen for the duration of the Project. In addition, the CONTRACTOR/Subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision at the Project site of Work:

NOTICE TO LABORERS/MECHANICS

Both the Brownsville Public Utilities Board and the CONTRACTOR/Subcontractor agree that you must be compensated with not less than the minimum hourly base pay and any required minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite, and as are applicable to the classification of Work you perform.

Additionally, you must be paid not less than one and one-half times (1 ½) your basic hourly rate of pay for any hours worked over 40 in any seven (7) Calendar Day Work period, and for any Work conducted on New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day and other possible locally observed holiday(s), or the Calendar Days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training programs registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of Work you do, you must make direct inquiry to your employer and also inquire in writing, within sixty (60) Calendar Days of your receipt of any allegedly incorrect wage or benefit check or report, to the BPUB Wage & Hour Monitor. It is mandatory that you promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the BPUB's Wage & Hour Monitor within the sixty (60) Calendar Day period, so that you do not waive your potential right of recovery under the provisions of the BPUB's construction Contract that governs this Project.

Both the BPUB and the CONTRACTOR/Subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits, shall be discharged by the employer, or in any other manner be discriminated against by the employer, for filing such complaint or inquiry.

12. PAYROLLS & BASIC PAYROLL RECORDS

a. The CONTRACTOR and each Subcontractor shall prepare payroll reports in accordance with the "General Guideline" instructions furnished by the OWNER of the Project. Such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The CONTRACTOR shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the OWNER. These payroll records shall include certified copies of all payrolls of the CONTRACTOR and of his Subcontractors, it being understood that the CONTRACTOR shall be responsible for the submission and general mathematical accuracy of payrolls from all of his Subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the Wage & Hour Monitor and shall contain a "Weekly Statement of Compliance", as called for by the Contract Documents. Such payrolls will be forwarded to the Wage & Hour Monitor.

b. Copies of payroll submittals and basic supporting payroll records of the CONTRACTOR/Subcontractors accounting for all laborers/mechanics employed under the Work covered by this Contract, shall be maintained by CONTRACTOR/Subcontractor during the course of the Work, and preserved for a period of three (3) years after completion of the Project. The CONTRACTORS/Subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision; that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U.S. Department of Labor, U.S. Department of Treasury, etc.); and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected, prior to their performing Work on the Project.

c. The CONTRACTOR/Subcontractor shall make the above records available for inspection, copying, or transcribing by the Wage & Hour Monitor of the OWNER at reasonable times and locations for purposes of monitoring compliance with this Contract.

13. LABOR DISPUTES

The CONTRACTOR/Subcontractor shall immediately notify the Wage & Hour Monitor or his designated representative of any actual or impending CONTRACTOR/Subcontractor labor dispute which may affect, or is affecting, the Project Performance Schedule of the CONTRACTOR's or any Subcontractor's Work. In addition, the CONTRACTOR/Subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the Project Progress Schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the adverse Project jobsite and scheduling effects of the labor dispute.

14. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this Contract are applicable shall be discharged, or in any other manner discriminated against by the CONTRACTOR/Subcontractors, because such employee has filed any formal inquiry or complaint, or instituted or caused to be instituted, any legal or equitable proceeding, or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this Contact.

15. EMPLOYEE INTERVIEWS TO ASSURE WAGE AND LABOR STANDARD COMPLIANCE

CONTRACTOR/Subcontractors shall allow expeditious jobsite entry of the Wage & Hour Monitor displaying and presenting proper OWNER identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Wage & Hour Monitor shall observe all CONTRACTOR jobsite rules and regulations concerning safety, internal security and fire prevention. CONTRACTOR/Subcontractors shall allow Project employees to be separately and confidentially interviewed at random for a reasonable duration of time by the Wage & Hour Monitor to facilitate compliance determinations regarding adherence by the CONTRACTOR/Subcontractor to these Wage and Labor Standard Provisions.

16. "ANTI-KICKBACK" PROVISION

No person employed in the construction or repair of any OWNER public works Project shall be induced, by any means, to give up to any CONTRACTOR/Subcontractor or public

official or employee, any part of the hourly and/or fringe benefit compensation to which he or she is otherwise entitled.

17. "FALSE OR DECEPTIVE INFORMATION" PROVISION

Any person employed by the CONTRACTOR/Subcontractor in the construction or repair of any OWNER public works Project, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the Project jobsite by the CONTRACTOR/Subcontractor. The OWNER reserves the right to terminate this Contract for cause as a result of serious and uncured violations of this provision.

18. EMPLOYMENT OF APPRENTICES/TRAINEES

a. Apprentices will be permitted to work at less than the predetermined rate for the Work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a Texas Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first ninety (90) Calendar Days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below, or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of Work he actually performs. The CONTRACTOR/Subcontractor is required to furnish to the Wage & Hour Monitor of the OWNER, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.

b. Trainees will be permitted to work at less than the predetermined rate for the Work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the wage rate determined by the classification of Work he actually performs. The

CONTRACTOR/Subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Wage & Hour Monitor of the OWNER. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR/Subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved by the Employment and Training Administration.

c. Paragraphs 18.a. and b. above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph 15.c. shall not apply to those portions of a project deemed to be building construction.

d. RATIOS, APPRENTICE TO JOURNEYMAN:

The Ratio of Apprentice to Journeyman for this Project shall be the same as the Ratio permitted under the plan approved by the Employment and Training Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision at the end of this Supplementary Conditions Section 1.

When a "full investigation" (as called for in, and as construed under Article 5159a, Sec. 2), evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for CONTRACTOR/Subcontractor employees working on this Contract, the OWNER, in addition to such other rights as may be afforded it under Texas and/or federal law and/or other sections of this Contract (especially paragraph 10 Underpayment of Wages), shall withhold from the CONTRACTOR, out of any payments (interim progress and/or final) due the CONTRACTOR, the liquidated damages (not a penalty) sum of seventy-five dollars ($75.00) for each Calendar Day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/Trainee to Journeyman ratio stipulated for any Work done under this Contract, whether by the CONTRACTOR himself, or by any Subcontractor working under him.

19. JOBSITE CONDITIONS

CONTRACTORS/Subcontractors will not allow any person employed for the Project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, Texas and federal statutes, ordinances, and regulatory guidelines.

20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

a. The CONTRACTOR/Subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by Chapter 51 "Employment of Children", Texas Labor Code, (Vernon's Texas Codes Annotated) (as may be amended), and Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this paragraph, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:1; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The CONTRACTOR/Subcontractor should seek clarification from Texas and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

b. Prohibited persons not to be employed are also those persons who, at the time of employment for this Contract, are serving sentence in a penal or correctional institution, except that prior approval by the Wage & Hour Monitor is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate Texas or federal correctional agencies.

c. The CONTRACTOR/Subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related Texas enabling or implementing statutes, especially as they apply in combination to the unlawful employment of aliens and unfair immigration-related employment practices affecting this Contract.

21. PROVISIONS TO BE INCLUDED IN SUBCONTRACTS

The CONTRACTOR shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate Texas and federal labor provisions, to be inserted (or referenced by "flow down" provisions) in all subcontracts relative to the Work to bind Subcontractors (and any sub-tier subcontractors) to the same Wage and Labor Standards as contained in these Supplementary Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors or sub-tier subcontractors, and to give the CONTRACTOR similar, if not greater, general contractual authority over the Subcontractor, or sub-tier subcontractors, as the OWNER may exercise over the CONTRACTOR.

General Decision Number: TX20220236 01/07/2022
Superseded General Decision Number: TX20210236
State: Texas
Construction Type: Building
County: Cameron County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories). Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic		

Crane 60 tons and above.....$ 28.75 10.60
(3) Hydraulic cranes 59
Tons and under.....$ 32.35 13.10

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* IRON0084-011 06/01/2021

IRONWORKER, ORNAMENTAL.....$ 26.01 7.56

PLUM0823-002 10/01/2018

PIPEFITTER (HVAC Pipe
Installation Only).....$ 27.87 10.04

SUTX2014-011 07/21/2014

BRICKLAYER.....$ 16.17 0.00

CARPENTER, Excludes Drywall
Hanging, and Metal Stud
Installation.....$ 16.00 0.00

CEMENT MASON/CONCRETE
FINISHER……...$ 12.46 0.00

DRYWALL FINISHER/TAPER.....$ 10.75 2.68

DRYWALL HANGER AND METAL STUD
INSTALLER.....$ 19.42 0.37

ELECTRICIAN (Low Voltage
Wiring Only).....$ 13.50 0.68

ELECTRICIAN, Excludes Low
Voltage Wiring.....$ 14.00 0.54

INSULATOR - MECHANICAL
(Duct, Pipe & Mechanical
System Insulation).....$ 14.04 4.79

IRONWORKER, REINFORCING.....$ 12.01 0.00

IRONWORKER, STRUCTURAL.....$ 15.04 4.34

LABORER: Common or General.....$ 8.87 0.00

LABORER: Mason Tender - Brick…..$ 10.00 0.00

LABORER: Mason Tender - Cement/Concrete.....$ 10.89 0.96

LABORER: Pipelayer.....$ 11.00 3.47

LABORER: Roof Tearoff.....$ 10.06 0.00

OPERATOR: Backhoe/Excavator/Trackhoe.....$ 13.15 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 0.00

OPERATOR: Grader/Blade…….....$ 13.07 0.00

OPERATOR: Loader.....$ 12.87 0.70

OPERATOR: Mechanic.....$ 17.00 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 0.00

PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....$ 11.27 0.00

PIPEFITTER, Excludes HVAC Pipe Installation.....$ 14.67 2.50

PLUMBER, Excludes HVAC Pipe Installation.....$ 13.59 0.00

ROOFER.....$ 11.42 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 18.40 2.12

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 21.13 6.53

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 12.15 0.00

TRUCK DRIVER: Dump Truck..$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck..$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck...$ 12.00 4.11

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

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

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

Union Rate Identifiers

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

most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.
A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

BPUB LABORATORY HVAC REPLACEMENT PROJECT

TECHNICAL SPECIFICATIONS

September, 2022

JNB ENGINEERING PLLC
TBPELS F-9898

TABLE OF CONTENTS

Brownville Public Utilities Board
Laboratory Facility – HVAC Replacement Project

TECHNICAL SPECIFICATIONS

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DIVISION 3 – CONCRETE

DIVISION 23 - MECHANICAL

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SECTION 01 10 00

SUMMARY OF WORK

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Project Location: BPUB Laboratory Building
1525 Robinhood Dr.
Brownsville, TX 78521

B. The Project scope varies and includes the replacement of two (2) existing air-cooled chillers, (2) air handlers, pumps, HVAC and Exhaust Ductwork with associated mechanical, electrical and controls work as follows:

1. Building Occupancy
a. Building will not be owner occupied during construction activities.

2. Heating, Venting. Air Conditioning Improvements
a. York Chiller and Air Handler Systems and Metasys Building Automation are the basis of design since they are existing and they are currently under a service contract with the BPUB.
b. Remove and Replace existing York Chillers ACC-1 & ACC-2 with same per schedule in exterior area, and dual inline chilled water pumps as required to provide a complete replacement system. Lock-out and tag-out electrical to chillers. Isolate the existing system and drain chilled water lines. Modify existing CWS/CWR lines, electrical conduits and conductors as necessary to install new York Chiller configurations.
c. Remove and Replace York AHU-1, VFD and AHU-2 and VFD with same per schedule, which is located in the laboratory facility exterior mechanical room. Lock-out and tag-out electrical to AHU-1 and AHU-2 and drain buildings chilled water. Demo existing AHUs in sections and dispose of properly. Fabricate and tie-in new chilled water piping. Remove and replace 3-way chilled water valve and actuator (DDC) and commission through JCI automation. Fabricate and tie-in new sheet metal duct to both supply and return and insulate. Insulate any new pipe and fittings installed, including the 3-way chilled water valve. Tie-in electrical to motor and new VFDs, and run required conduit and conductors. Commission new VFDs through JCI automation. Re-install differential pressure sensors, temperature sensors and JCI automation devices, and commission to JCI automation. Verify proper operation and optimize as necessary. It was determined that AHU-1 for the office may not be replaced at this time (alternate bid item), but mechanical contractor shall clean AHU-1, wash the chilled water coil and drain pan.
d. The current Metasys building automation at the laboratory building is being supported and under contract with Johnson Controls, Inc., (JCI), and preferred by the utility. Provide and upgrade the software on Engine to the latest Metasys upgrade.
e. Provide new DDC controls, remove and replace VAV Boxes (7) with new Controllers (7), and commission devices in upgraded Metasys Automation.
f. Test all zone sensors.
g. Remove and Replace all supply and return ducts and include new external wrap insulation, replace supply and return grilles. Provide R-6 insulation tent for all supply grilles.
h. Remove and Replace all exhaust fans with associated metal duct work. Modify existing roof curbs as necessary to install new exhaust fans and modify electrical conduits and conductors, J-Boxes as necessary to connect to new exhaust fans.

i. Testing, Adjusting and Balancing entire Chiller Systems and duct work with final report as specified.

j. The building is currently occupied but will be vacant once the contractor schedules work to begin with the Owner.

k. BPUB, via separate contract, will remove the acoustical ceiling tiles and grids through out the building; however, the main laboratory room drywall ceiling will remain intact so the contractor will need to maneuver within the attic area for the duct replacement of that area.

l. The contractor must protect all contents within the building from dust and debris as they progress with their work. The flooring will be covered via a separate contract. If the contractor destroys the paper covering as they move ladders and such, they will be required to restore the temporary covering in the affected area to protect the flooring.

m. The preferred roofer is CPM Designs, LLC | (956) 592-6031 | luisc394@gmail.com

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials for the project scope of work are described on the Drawings and included in other sections of the Specifications.

PART 3 - EXECUTION

3.1 SCHEDULE

A. Completion Time: The Owner has a critical need for the entire project to be completed within the period with on-site Work commencing as noted herein. Work on the project can commence upon issuance of the Notice to Proceed (NTP) in July, 2022 and the substantial completion date is scheduled within 240 calendar days from the NTP.

A. Proposers shall structure their pricing and proposal as required to meet the designated schedule.

B. Submission of a proposal for consideration shall be construed as proposer's agreement to meet the stipulated schedule without qualification or exclusion.

END OF SECTION

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SECTION 01 21 00

ALLOWANCES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

Refer to Section AB – Instructions to Proposers for substitutions.
The following Allowances shall be included in the Base Proposal. These sums shall be reconciled per Article 3.8 of the General Conditions.

1.2 CONDITIONS

A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes.

The Contractor's handling costs on site, labor, installation, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contractor's Base Proposal sum, and not in the allowance.

The Contractor shall cause the work covered by these allowances to be performed for such amounts and by such persons as the Engineer may direct, but he will not be required to employ persons against whom he makes reasonable objection.

If the cost, when determined, is more than or less than the allowance, the Contract sum shall be adjusted accordingly by Change Order, which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

a) All labor, equipment and installation required for the installation and / or performance of the designated work shall be included in the allowance amount, unless noted otherwise in the Allowance description.

B. Unexpended balance of allowance sums shall revert to the Owner in the final settlement Change Order of the Contract.

PART 2 - ALLOWANCES

2.1 ITEMS

A. Owner Contingency:
Contractor shall include in the Base Proposal the following sums as a contingency to cover the cost of hidden, concealed or otherwise unforeseen conditions which develop during completion of the work. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Engineer. Owner will not be obligated to pay the cost of any work performed without prior written authorization. The Contractor's overhead and profit relative to this contingency sum and work performed in accordance herewith, shall be included in the total Base Proposal price, but not included in the contingency sum. Unexpended balance of contingency sums shall revert to the Owner in the final settlement of the Contract.

Allow the sum of $50,000.00 for Owner’s Contingency.....$50,000.00

END OF SECTION

SECTION 01 29 73

SCHEDULE OF VALUES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers for substitutions.

B. Work Included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein and in other provisions of the Contract Documents.

C. Related Work:
01 Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

A. Use required means to assure arithmetical accuracy of the sums described. When so required by the Engineer, provide copies of the subcontracts or other data acceptable to the Engineer, substantiating the sums described.

B. The Schedule of Values shall be broken down into costs for each specification section as labor and materials at a minimum.
01 The contractor is encouraged to make the schedule of values very detailed in order to facilitate review and approval of requested percentages complete on pay applications.
02 Where breakdown is vague, or includes multiple / combined assemblies, stages, tasks, etc., Engineer's review shall be conservative in favor of the Owner regarding approval of Pay Applications.

1.3 APPLICATION FOR PAYMENT SCHEDULE OF VALUES

A. The schedule of values once approved shall be transferred to columns B and C of AIA G702/G703 – Application for Payment to be used for all progress payments.

B. Once AIA G702/G703 – Application for Payment has been submitted for payment, individual line item amounts in column C must remain unchanged throughout the progress of the work.

C. In the beginning stages of the construction, total amounts for entire divisions may be used if complete breakdowns are not available; and shall be line item populated as soon as practical.

D. No payments will be approved in divisions that do not have a line item breakdown.

E. Allowances shall be shown, and remain throughout construction, as a single line item on the master application for payment in amount(s) as stipulated in the Contract Documents.

F. For each Allowance, expenditures and accounting shall be included on a separate, attached spread sheet of the same format as the master application for payment.

G. The master application for payment shall reflect only the summary of each allowance; and shall not contain individual allowance activity(s).

1.4 MULTIPLE PHASES / BUILDINGS

A. For projects consisting of multiple phases, separate each phase on the Application for Payment and include separate division 2 through 32 line items for each phase.

B. For projects consisting of multiple buildings, separate each building on the Application for Payment and include separate division 2 through 32 line items for each building.

1.5 SUBMITTALS

A. Prior to the first Application for Payment, submit a proposed schedule of values to the Engineer, as outlined below.

B. Meet with the Engineer and determine additional data, if any, is required to be submitted.

C. Secure the Engineer's approval of the schedule of values prior to submitting the first Application for Payment.

PART 2 - PRODUCTS

2.1 SCHEDULE OF VALUES

A. Schedule of values for division 2 through 32 shall be broken down for each separate section of work, and include multiple items covered where appropriate.
   01 Each item of work shall be broken down by material and labor at a minimum.
   02 Where payment for shop drawings, submittals, record drawings and similar are expected, the items must be included as a separate item on the schedule of values.

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers for substitutions.

B. Scope of Work:
   01 Contractor participation in preconstruction conference.
   02 Contractor administration of pre-installation conferences.
   03 Contractor administration of progress meetings

1.2 PRECONSTRUCTION CONFERENCE

A. Engineer will administer preconstruction conference for execution of Owner-Contractor Agreement, and exchange preliminary submittals.

B. Engineer will administer site mobilization conference at project site for clarification of Owner and Contractor responsibilities, in use of site and for review of administration procedures.

1.3 PRE-INSTALLATION CONFERENCES

A. Contractor shall convene pre-installation conferences with each sub-contractor prior to commencing work of the sub-contractor.
   01 Contractor shall record attendance on a sign-in sheet.
   02 Contractor shall keep minutes of the conference and distribute to all attending parties prior to the start of the work.

B. The purpose of the meeting is to fully review subcontractor's work to assure initial installation will be in accordance with the Contract Documents. The agenda shall include, but not necessarily limited to the following:
   01 Review the contract documents, including any changes thereto.
   02 Review all RFI's that may affect the work.
   03 Review the final reviewed submittals, including AE and Contractor comments.
   04 Review conditions of installation, preparation and installation procedures.
   05 Review coordination with related / interfacing work.
   06 It is the responsibility of the contractor / sub-contractor to resolve all unknown issues, unclear issues, coordination issues, and assembly interface issues in order to comply with the requirements of the Contract Documents.

C. Require attendance includes, but is not limited to the following:
   01 Contractor's superintendent
   02 Engineer's field representative
   03 Relative sub-contractor
   04 Sub-contractors providing adjacent and / or interfacing work.
   05 Other sub-contractors whose work may be affected by the relative sub-contractor.

D. Pre-installation conferences shall be scheduled a minimum of 48 hours in advance of the start of relative work unless otherwise agreed to by all parties.

E. Pre-installation conferences may be scheduled with multiple sub-contractors at the same time to facilitate awareness of related work. Coordinate with Engineer's field rep.

F. The contractor shall keep meeting minutes and distribute to all attendees within three days after the meeting; or sooner if required to facilitate project scheduling.

1.4 PROGRESS MEETINGS

A. Contractor shall schedule and administer all project meetings after mobilization conference throughout progress of the work at bi-weekly intervals, plus any special called meetings, and all preinstallation conferences.

B. Contractor shall make physical arrangements for meetings, preside at meetings, record minutes, and distribute copies of minutes within two days to attendees, and those affected by decisions made at meetings.

C. Required Attendance:
- 01 Contractor's Superintendent
- 02 Contractor's Project Manager
- 03 Engineer's Project Manager
- 04 Engineer's Field Representative
- 05 Engineer's Consultants as appropriate to agenda topics for each meeting.
- 06 Owner's Representative.

D. The primary purpose of the weekly progress meetings is to update the Owner of the project status, progress, schedule and outstanding issues. It shall not be a venue for resolving issues that can otherwise be resolved between the Contractor and Engineer / consultants; unless direct input from the Owner is required.
- 01 In as much as practical, meetings shall be scheduled on the same day and time each week. Changes in the normal schedule must be agreed to by all parties.

E. Required Agenda Items:
- 01 Review work completed since the previous meeting.
- 02 Review status of progress schedule and adjustments thereto, and delivery schedules.
- 03 Review submittal log,
- 04 Review change proposal log, minor changes and other adjustments to the Work
- 05 Review pending changes and substitutions.
- 06 Review AE construction observation reports and resolutions to outstanding issues
- 07 Review as-built documents and close-out progress,
- 08 Discuss other items affecting progress of work.
- 09 New business

1.5 PROGRESS MEETING MINUTES

A. Progress meeting minutes shall be furnished by the Contractor and shall be structured to identify all discussion topics and action items by the initiating meeting and the eventual outcome / decisions made relative to each issue.

B. Meeting minutes shall be produced in a form acceptable to the Engineer. Coordinate as required.

C. Each meeting with unresolved information or pending action items shall remain on the meeting minutes, in the above format, through one meeting beyond resolution or completion of the pending action of the item, where the item can be reviewed one more time and ALL parties agree the item can be removed from the meeting minutes.

D. The last meeting shown on the meeting minutes shall relate to the most recent meeting held and shall include ALL topics of discussion at that meeting.

E. Up-to-date meeting minutes shall be furnished to all attendees at the beginning of each meeting.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers for substitutions.

B. Scope of Work: This section establishes requirements of Contractor to produce and maintain a construction schedule throughout the progress of work; as well as, Owner imposed limitations on the construction schedule.

1.2 SUBMITTALS

A. Construction schedules shall be produced using a critical path method, linking associated tasks and their impact on interfacing / subsequent work.
   01 Provide (separate) schedules for each campus.
   02 Provide schedule in as much detail as practical to accurately monitor progress of the work and adherence to the schedule.
   03 Provide in both text and graphic formats.

B. Preliminary Construction Schedule: Within one (1) weeks after receipt of Notice to Proceed, submit a preliminary construction schedule for review.

C. Construction Schedule: Within two (2) weeks after receipt of Notice to Proceed, submit one reproducible and four prints of the construction schedule.

D. Throughout the progress of the Work, provide / submit updated progress schedules at each regularly scheduled site progress meetings.

1.3 RELIANCE UPON SCHEDULE

A. The construction schedule will be an integral part of the Contract, and will establish conditions for various activities and phases of construction.

B. The Owner, Engineer and Engineer’s Consultant shall rely on the schedule to perform related and interfacing activities.

C. Whenever the progress of the Work falls behind two weeks or more, the Contractor shall adjust the schedule accordingly to demonstrate how progress shall be adjusted to get back on the original schedule.

PART 2 - PRODUCTS

2.1 CONSTRUCTION SCHEDULE

A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished.

B. Activities shown on the diagram shall include, but not necessarily be limited to:
   01 Project mobilization.
   02 Submittals and approvals of shop drawings and samples.
   03 Phasing of construction.
   04 Procurement of equipment and critical materials.
   05 Fabrication and installation of materials and equipment.
   06 Final clean-up.
   07 Final inspection and testing.

C. Accurately track and incorporate delays caused by inclement weather and factors outside the Contractor's control.

D. Provide updated schedules at each regularly scheduled site progress meeting.

2.2 CONSTRUCTION SCHEDULE LIMITATIONS

A. Work performed under this Contract shall be performed in accordance with the following paragraphs so that the Owner can accept the project as substantially complete as noted below.

B. When the Owner-Contractor Agreement stipulates a guaranteed completion date, the Contractor shall use all means necessary to assure adequate progress of the Work to achieve the contracted Substantial Completion date.

C. At no time can Work disable any critical features, systems or functions of a campus without the approval of the Owner. Coordinate as required.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers for substitutions.

1.2 QUALITY ASSURANCE

A. It is the sole responsibility of the Contractor / sub-contractor / material supplier to provide materials and work that conforms to the requirements of the Contract Documents.

B. The function of the submittal process is to provide the Contractor / sub-contractor / material supplier additional review / quality control of the materials / work proposed to be furnished for the Work.

C. Prior to delivery to the Engineer or Consultant, each submittal shall be thoroughly reviewed by the party / sub-contractor generating the submittal, as well as the General Contractor.

01 Each reviewer shall document their review by affixing a stamp and signature, or a signed review cover sheet to each submittal. General contractor sign-off for the submittal originator is not acceptable.

02 All corrections shall be clearly noted.

03 The Contractor shall determine whether the submittals are suitable to forward to the Engineer/Consultant, or return to the originator for revisions and re-submittal.

04 Submittals which do not display (at least) two prior, separate reviews (submitter and general contractor) shall be rejected and returned to the general contractor.

D. The Engineer's / Consultant's review of submittals is only for review of the general conformance with the design concept of the project and general compliance with the information given in the Contract Documents.

01 The Engineer's / Consultant's review of submittals shall NOT be construed as approval of the products, assemblies or work being submitted, unless specifically stated as such.

02 The Engineer / Consultant shall not field verify any information requested on the submittal. That is the responsibility of the Contractor.

E. Submit only what is proposed to be furnished. Where cut-sheets, etc. also contain information on items not to be furnished, clearly indicate / identify / separate the specific items proposed to be furnished from those which are not proposed to be furnished.

01 Where no such indication is made, it shall be understood the submittal is presenting options to be selected by the Engineer / Consultant at no additional cost to the Owner.

F. Submittals shall be rejected by the Engineer / Consultant for any of the following:

01 Lack of required review stamps / cover sheets.
02 Apparent / obvious lack of review by the general contractor or original provider / subcontractor.
03 An inordinate amount of revisions already noted by the general contractor / sub-contractor.
04 Incomplete or missing information.
05 Inclusion of other items not proposed to be furnished.

G. The Contract Documents in electronic format may be made available to the contractor / sub-contractor for their use, provided the users execute a release form to the Engineer / Consultant.

H. All submittals shall be submitted with a cover sheet containing the following information:
01 Contractor's submittals number
02 Date of submission and dates of any previous submissions
03 Project title and Engineer's project number
04 Relative specification section number
05 Names of Contractor, subcontractor, supplier, and / or manufacturer.
06 Signed and dated review stamp or comment sheet from the party / sub-contractor generating the submittal
07 Signed and dated review stamp or comment sheet from the General Contractor.

I. Each submittal shall contain an identification numbered and specific written title. The identification number shall be in the following format and sequence:
01 Begin with the relevant specification section number (i.e. 042000).
02 Follow with a two-digit identifier indicating the first, second, etc. submittal for that particular section (i.e. 042000-01).
03 The written title shall specifically identify the submittal information (i.e. 042000-01 – Masonry Reinforcement). General descriptors shall not be accepted unless they clearly identify the submittal information.

J. Resubmission Requirements:
01 Make any corrections or changes in the submittals required by the Engineer or Consultant and resubmit until reviewed without rejection or direction for re-submittal.
02 Clearly indicate the re-submittal by a capital "R" suffix to the submittal number (i.e. original submittal: 042000-01, first re-submittal: 042000-01-R-01, 042000-01-R-02, etc.).

K. Failure to comply with the quality assurance requirements may result in immediate rejection without review of the submittal. In such circumstances, no additional time shall be granted to the Contractor for resultant delays.

PART 2 - PRODUCTS

2.1 ELECTRONIC DELIVERY

A. Electronic delivery of paper submittals in 11x17 or smaller size in PDF format is required. Delivery of larger size submittals in electronic format is encouraged, but optional to the General Contractor.
01 Provide a single, electronic copy of submittals with all previous review comments / mark-ups via email or other electronic means to the Engineer / Consultant.

02 Submittals shall be returned electronically to the General Contractor along with review comments sheets / mark-ups.

03 Quantities retained and distributed shall be the responsibility of each party (i.e. Contractor, Engineer and / or Consultant).

B. Electronic submittals in PDF format shall be made in the same format (size) of the actual submittal (i.e. 8-1/2x11, 11x17, 24x36, and / or 30x42).

C. The following are exceptions to the above and shall be submitted in electronic and hard copy:

01 Bound MEP manuals / submittals in excess of 25 pages. Submit the number to be returned plus three (3) copies to be retained by the Engineer and consultant.

2.2 HARD COPY DELIVERY

A. Owner's Record Set of Submittals

02 The contractor shall maintain a separate set of all final submittals to be delivered to the Owner at project close-out.

03 Submittals shall be organized, in order, by spec section.

2.3 MANUFACTURER'S PRODUCT DATA

A. Manufacturer's Product Data: Submit manufacturer's complete printed data on each product; including, but not necessarily limited to product cut-sheets, specifications, quality references, MSDS sheets, and general information, as necessary to demonstrate compliance with all specified requirements

B. Manufacturer's Installation Instructions:

01 When work is specified to comply with manufacturer's printed installation instructions, submit copies of such instructions, including all requirements as they specifically relates to the work required in this Contract.

02 Submission of generic details that do not depict actual conditions of this project shall be rejected.

03 Contractor shall distribute copies to all parties providing interfacing work to the completed installation / assembly.

2.4 SHOP DRAWINGS

A. Shop drawings shall be submitted with sufficient detail to fully describe the work included. Partial sets, if submitted without prior approval from the Engineer, shall be subject to rejection and / or holding until subsequent shop drawings are submitted.

B. Details included in shop drawings shall depict actual project conditions related to the assembly. Details depicting generic substrates or interfacing work shall be subject to rejection.

C. All dimensions indicated on the drawings are based on the specific models and manufacturers of products, equipment, fixtures and miscellaneous items specified or used as a design basis.

01 If the Contractor uses an approved product by another listed manufacturer which is different than the specific model and manufacturer listed in these specifications, the Contractor shall be solely responsible for the coordination of any dimensional changes required, including structural, relocation of walls, equipment, fixtures, ceilings and miscellaneous items – all subject to approval by the Engineer.

02 When dimensional changes are required in these situations, the Contractor shall submit a proposed modification drawing to the Engineer for approval prior to proceeding with the work. All causes and effects of the dimensional change shall be indicated on the Contractor's drawing submittal.

2.5 SAMPLES

A. Finish Samples: Submit full range of manufacturer's standard colors, textures, and patterns for Engineer's selection.
   01 Submit samples for selection of finishes in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other Contractor.
   02 Prior to submission of samples, provide all relative information to the Engineer, including but not limited to manufacturer, model no. , series, patterns, colors, etc. necessary to fully describe materials proposed to be furnished. At Engineer's option sample submittals may be waived if Engineer already has samples of proposed materials in the interiors library. Coordinate with Engineer as required.

B. Selection of finishes from paper or digital representations shall not be accepted. Samples requiring selection of a color, pattern or similar finish shall be submitted in one of the following methods:
   01 Whenever possible, submit actual material product samples (i.e. carpet, aluminum, glass, plastic laminate, sealants, etc.)
   02 Paint colors for pre-finished materials shall be submitted on actual samples of substrate materials (i.e. paint on sheetmetal).
   03 Manufacturer's standard color wheels or similar shall be acceptable for paint selections for field painted items; however, the Engineer may require to see / approve an actual application of paint on the intended material in the field.

C. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

D. Submittals shall contain:
   01 Date of submission and dates of any previous submissions
   02 Project title and number
   03 Contract identification
   04 Names of Contractor, Supplier, Manufacturer
   05 Identification of sample, with specification section number

E. Resubmission Requirements for Samples:
   01 Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.
   02 Submit new samples as required for initial submittal.

F. Submit a minimum of two samples and more if specified in the respective Specification section; one will be retained by Engineer. Reviewed samples may be used in the work if so indicated in the specification section.

G. Selection of materials, finishes and color selections shall be finalized ONLY after samples of all key items are received. Color selections of key items shall NOT be done piece meal.

2.6 MANUFACTURER'S CERTIFICATIONS AND WARRANTIES

A. Manufacturer's Test Reports and Certifications: Where applicable, submit test reports and certifications demonstrating compliance with the referenced standards and requirements.

B. Prior, and conditional to Contract Close-Out, provide original copies of all required certificates, warranties and guarantees. Refer to other sections for specific requirements.

C. Submit required certificates and warranties with original signatures. Documents shall be accompanied by the name of the manufacturer / guarantor, contact name, address, email address, phone number and fax number.

PART 3 – EXECUTION

3.1 SUBMITTAL COORDINATION

A. Group or package submittals relative to the assembly which are dependent upon each other for a thorough review (i.e. doors, frames and hardware).

01 Time periods for proper and complete submittal reviews which are contingent on or must be coordinated with separate but related submittals shall begin at the time of the Engineer's / Consultant's receipt of the last required submittal. Contractors are urged to group submittals appropriately in this regard.

B. Finishes and samples shall NOT be selected piecemeal. Selection of finish samples will begin only after receipt of all finish selection samples, including exterior and interior finishes.

C. No extensions of Contractor Time or Cost shall be allowed due to lack of submittal coordination by the Contractor.

3.2 SCHEDULE

A. The Contractor shall schedule to complete the submittal process within a timeframe he establishes to achieve Substantial Completion of the entire Project on or before the stipulated completion date.

B. The Contractor shall formulate and provide a submittal schedule to the Engineer within fourteen (14) days after execution of the Owner – Contractor Agreement, to allow for proper coordination and scheduling reviews.

C. In formulating the submittal schedule, the Contractor shall allow the following review periods:

01 Engineer – allow fourteen (14) calendar days response time, after Engineer's receipt, for all submittals made to and reviewed by the Engineer.

02 Engineer's Consultant – Allow twenty (20) calendar days response time, after Consultant's receipt, for all submittals which must be reviewed by Engineer's Consultants.

03 All Consultant submittals shall be returned to the Engineer for delivery to the Contractor.

3.3 PROCEDURES

A. Transmit each item with approved form identifying project, contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number and specification section number, as appropriate.

B. Transmit Consultant submittals directly to respective Consultant with a copy sent to the Engineer.

C. Sub-Contractor's / Supplier's Conveyance to the General Contractor: Each sub-contractor / supplier shall be required to review their own submittal and apply a signed and dated stamp certifying review, verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents.

01 Submittals forwarded to the Engineer / Consultant without the sub-contractor / supplier review stamp shall be automatically rejected without review and returned to the General Contractor.

D. Contractor's Conveyance to the Engineer / Consultant: The Contractor is required to thoroughly review and check all submittals received from sub-contractors / suppliers.

01 Upon completion of review and checking, apply signed Contractor's stamp to each item submitted, certifying that review, verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents.

02 Submittals forwarded to the Engineer / Consultant without the Contractor's review stamp shall be automatically rejected without review and returned to the Contractor.

E. If, in the opinion of the Engineer / Consultant, the submittal indicates a lack of review or the contractor's / sub-contractor's review is incomplete, the submittal will be returned, unchecked, to the General Contractor for correction of any / all deficiencies for subsequent re-submittal.

F. Revise and resubmit submittal as required; clearly identify all changes made since previous submittal.

G. After review, distribute copies to all concerned parties.

H. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been reviewed by the Engineer / Consultant without request for re-submittal.

3.4 CLAIM NOTIFICATION

A. If the submitter or contractor issues submittals for which an additional cost is anticipated, the submittal must clearly indicate such cost including all supporting information.

01 Lack of accompanying cost information known at the time of the original submittals shall be grounds for disallowance of such cost.

B. Upon return of submittal(s) to the originator of the submittal(s), the submitter shall thoroughly review all mark-ups and / or comments prior to proceeding with the work.

C. Based on the mark-ups and / or comments returned, the submitter shall have fifteen (15) calendar days to submit a claim notification for additional costs the submitter may feel is warranted by the mark-ups / and or comments of the Engineer or Consultant.

01 The fifteen (15) calendar day period shall commence upon Contractor's receipt of the submittal from the Engineer.

D. In the absence of any claim notification within the specified time period, it shall be agreed the submitter shall provide the work in accordance with the final, reviewed submittal at no additional cost.

E. In the event a claim notification is submitted to the general contractor / construction manager, the submittal process shall not be complete until all such claim notifications have been fully resolved.

END OF SECTION

SECTION 01 35 23

BROWNSVILLE PUBLIC UTILITIES BOARD
CONTRACTOR SITE RULES

DELIVERY AND SITE RULES WITH STUDENTS IN SCHOOL:

Should a purchase order or contract specify delivery/work which requires visitation to an BPUB facility, the following site rules shall be followed:

All contractor's and their employees, subcontractors and their agents and employees, must be cleared in advance in each building front office/receptionist area before entry into any BPUB building via the site security personnel on duty. Visitors will be required to have their Driver's License or other state issued ID scanned for a temporary access permit.

When a visitor is cleared, the system prints a badge featuring the visitor's name, photo, date and time, and destination.

No visitors are allowed onsite without this custom badge.

If work will be done while BPUB employees are onsite, each of the employees from the vendor will need to be on their best behavior:

A. No foul language or spitting on the floor.

B. No tobacco products on BPUB property.

C. The possession or use of alcohol or illegal drugs is strictly prohibited.

D. No tank tops – workers must be fully clothed.

E. No workers with a history of felony convictions or warrants.

F. No parking on grass, under shade trees, sidewalks or non-vehicular paved areas.

G. Contractor's employees, Subcontractors and their agents and employees working on any BPUB facility must wear proper PPE for the job at hand.

H. Keep the premises free from accumulation of waste, materials or rubbish caused by the work under this contract at each site. Boxes must be broken down prior to removal from the building. Upon completion of the work, and prior to the final inspection, have the premises in a neat and clean condition.

I. Take all precautions necessary for the safety of, and provide protection to prevent damage, injury or loss to:
   a. All employees on the project and all other persons who may be affected thereby.
   b. All the work and all materials to be incorporated therein, whether in storage on or off the site.
   c. All property at the site and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any other school property.

J. A competent supervisor who understands the full scope of the work shall be on site at all times.

K. BPUB administrative services shall at all times have priority over the Contractor's use/service/etc.

L. Any work that may interfere with BPUB activities must be authorized in advance through administrative channels. A management plan will be devised to minimize the effect of the interference.

M. The Contractor shall be responsible to BPUB for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under the contract.

N. No work within the confines of a secured building will be allowed without at least one BPUB employee present.

O. Doors must not be propped open when working after-hours.

END OF SECTION

SECTION 01 36 13

CUTTING AND PATCHING

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers for substitutions.

B. Scope of Work:
   01 Provide cutting and patching of existing work as required for the proper installation of new work, including proper interface with existing work.
   02 Cutting and patching includes, but is not limited to:
      a. Gypsum board assemblies
      b. Finish flooring
      c. Wall finishes
      d. Doors and frames
      e. Ceiling assemblies

C. Related Work:
   01 Section 01 36 16 – Remodeling and Alteration Procedures
   02 Section 02 41 19 – Selective Demolition.

1.2 SUBMITTALS

A. Provide all submittals in accordance with Section 01 33 00 – Submittal Procedures.

B. Submit written request in advance of cutting or alteration which affects:
   01 Structural integrity of any element of the project
   02 Integrity of weather-exposed or moisture-resistant element
   03 Efficiency, maintenance, or safety of any operational element
   04 Visual qualities of sight-exposed elements
   05 Work of Owner or separate contractor
   06 Any work in or around any known or potential area in which asbestos or lead based products exist.

C. Procedural Proposal for Cutting and Patching: Where prior consent for cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed, and request consent to proceed. Include the following information, as applicable, in the submittal:
   01 Describe the nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to and effects upon existing work, including structural, operational and visual changes, as well as other significant elements.
   02 List products to be used and firms that will perform work.
   03 Give dates when work is expected to be performed.
   04 List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be temporarily out of service. Indicate how long utility services will be disrupted.

05 Where cutting and patching of structural work involves the additional reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with the original structure to satisfy requirements.

06 Consent by the Engineer to proceed with cutting and patching work does not waive the Engineer's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

1.3 DESCRIPTION OF REQUIREMENTS

A. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting, and patching required to restore surfaces to their original condition.

01 Cutting and patching is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, to remove and replace work not conforming to Contract requirements, or for other similar purposes.

02 Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection of installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching.

B. Refer to other sections of these specifications for specific cutting and patching requirements, and limitations applicable to individual units or work.

01 Unless otherwise specified, requirements of this Section apply to mechanical and electrical work. Refer to Divisions, 21, 22, 23, 26, 27 and 28 sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.

1.4 RELATED REQUIREMENTS

A. Individual Specifications Sections:

01 Cutting and patching incidental to work of this Section.

02 Advance notification to other trades of openings required in work of those trades.

03 Limitations on cutting structural members.

1.5 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or load-deflection ratio.

B. Before cutting and patching the following categories of work, submit a written request and obtain the Engineer's consent to proceed with cutting and patching, as described in the procedural proposal for cutting and patching.

01 Structural steel

02 Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work

03 Structural concrete

04 Foundation construction

05 Shoring assemblies

06 Bearing and retaining walls

07 Structural decking

08 Exterior wall construction

09 Piping, ductwork, vessels and equipment

C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity, to perform in the manner intended, including energy performances, or that would result in increased maintenance, or decreased operational life, or decreasing safety. Before cutting and patching the following elements of work, and similar work elements where directed, obtain the Engineer's consent to proceed with cutting and patching.

01 Shoring, bracing, and sheeting
02 Primary operational systems and equipment
03 Water/moisture vapor/air/smoke barriers, membranes and flashings
04 Noise and vibration control elements and systems
05 Control, communication, conveying, and electrical wiring systems

D. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Engineer's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Engineer to be cut or patched in a visually unsatisfactory manner. If possible, retain the original installer or fabricator, or another recognized, experienced and specialized firm to cut and patch the following categories of exposed work:

01 Architectural concrete finishes
02 Brick and concrete unit masonry
03 Ornamental metal
04 Roofing
05 Preformed metal panels
06 Window system
07 Gypsum or cement plaster
08 Acoustical ceilings
09 Carpeting
10 Wall covering
11 HVAC enclosure, cabinets or covers

1.6 PAYMENT FOR COSTS

A. Cost for work necessary to accommodate installation of new work shall be borne by the Contractor or subcontractor responsible for installing new work.

B. Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of the Engineer and other Design Consultants shall be borne by the party responsible in the judgment of Engineer, for ill-timed, rejected or non-conforming work.

C. Costs for work performed on instruction of Owner, other than the correction of defective or non-conforming work shall be responsibility of the Owner, who shall issue an appropriate Change Order for the increase in costs.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Except as otherwise indicated, or as directed by the Engineer, use materials for cutting and patching that are identical to existing materials. If identical materials are not available or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible, with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

B. For any change in material, submit a request for substitution under the provisions of Section AB – Instructions to Proposers.

PART 3 - EXECUTION

3.1 GENERAL

A. Execute cutting, fitting, and patching to complete work, and to:
   01 Fit several parts together which will integrate with other work.
   02 Uncover work to install ill-timed work.
   03 Remove and replace defective and non-conforming work.
   04 Remove samples of installed work for testing.
   05 Provide openings in elements of work for penetrations of mechanical and electrical work.
   06 Fill and refinish existing holes and damaged areas.

3.2 INSPECTION

A. Before cutting, examine the surface to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.3 PREPARATION

A. To prevent failure, provide temporary support of work to be cut.

B. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

C. Take precautions not to cut existing pipe, conduit or duct serving the building, but scheduled to be relocated until provisions have been made to bypass them.

3.4 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Engineer, proceed with cutting and patching at the earliest feasible time and complete work without delay.

B. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible, review the proposed procedures with the original installer; comply with original installer's recommendations.
   01 In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chipping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to ensure a neat hole. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover the opening when not in use.
   02 Comply with requirements of applicable sections of Division 2 when cutting and patching, excavating and backfilling.
   03 Bypass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After bypassing and cutting, cap, valve or plug, and seal tight the remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

C. Patching: Patch with seams which are durable and as visible as possible. Comply with specified tolerances for the work.

01 Where feasible, inspect and test patched areas to demonstrate integrity of work.

02 Restore exposed finishes of patched areas, and where necessary, extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

03 Where removal of walls or partitions extend one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove the existing floor and wall coverings and replace with new materials.

04 Where a patch occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch, after the patched area has received prime and base coat.

05 Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

D. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

E. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.

F. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

3.5 CLEANING

A. Thoroughly clean areas and spaces where work is performed or used as access to work. Completely remove paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finish is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

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SECTION 01 36 16

REMODELING AND ALTERATION PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers for substitutions.

B. Scope of Work:

01 This Section contains general provisions and requirements pertaining to all remodeling, removal and relocation work in the existing building, and becomes a part of each Section and Division performing remodeling, removal and relocation work for this project, with the same force and effect as if written in full therein.

02 Take all necessary precautions to keep trespassers out of the work areas. Secure work areas from entry when work is not in progress.

03 Perform all remodeling, demolition, removal and relocation work in strict accordance with Owner's instructions and applicable Federal, State and local health and safety standards, codes and ordinances. Where conflicts occur, the more restrictive requirement shall govern.

1.2 EXISTING CONDITIONS

A. Obvious existing conditions, installations and obstructions affecting the work shall be taken into consideration as necessary. Work to be done is the same as though they were completely shown or described.

B. Items of existing construction indicated to remain upon completion of the Contract, but which require removal to complete the work, shall be carefully removed and replaced as required. The replaced work shall match its condition at the start of the work, unless otherwise required.

C. Visit the site and inspect all existing conditions, including access to the site, the nature of structures, objects and materials to be encountered, and all other facts concerning or affecting the work. Information on the drawings showing existing conditions does not constitute a guarantee that other items may not be found or encountered.

D. Utilities: Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the A in writing two weeks in advance. Provide temporary services during interruptions to existing utilities.

E. Stop work and notify Engineer and owner immediately if any hazardous materials are encountered (especially asbestos or lead based products).

PART 2 - PRODUCTS

2.1 SALVAGED MATERIALS

A. The Owner reserves the right of first refusal on all salvaged items. Remove remaining items from the site as work progresses. Storage or sale of items on site is not permitted. Burning of removed materials on site is not permitted.

B. Store salvaged items in a dry, secure place on site.

C. Salvaged items not required for use in repair of existing work shall remain the property of the Owner.

D. Do not incorporate salvaged or used material in new construction, except with permission of the Engineer.

2.2 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

A. Contract documents do not define products or standards of workmanship present in existing construction. Determine products by inspection and by use of the existing construction. Provide same or similar quality products or types of construction such as the existing structure, where needed to patch or extend existing work.

B. If reasonably matched products are not obtainable, improve appearance by minor relocating some of the existing products, and grouping new ones in a pattern arranged by the Engineer. Do not replace products scheduled for retaining because matching ones are not obtainable, except as directed by a Change Order.

PART 3 - EXECUTION

3.1 PROTECTION OF WORK TO REMAIN

A. Protect existing work from damage by use of barricades, tarpaulins, temporary walls, plywood, planking, masking, or other suitable means and methods as approved by the Engineer.

B. If work to remain in place is damaged, restore to original condition at no additional cost to the Owner.

C. Concealed Conditions: If conditions cause changes in the work from requirements of the Contract Documents, the Contract Sum will be adjusted in accordance with the General Conditions.

3.2 PROCEDURES

A. Refinishing at Removed Work: Cut below the surface of substrate materials and patch over the area of removal with finish materials so removal is not apparent.

B. Remove and replace existing ceilings, cut, patch, or replace existing walls, partitions and floors, as may be necessary for access to valves, piping, conduit and tubing by mechanical and electrical trades, as directed and approved by the Engineer. Work involved shall be performed by the appropriate subcontractor, or by other properly qualified subcontractors.

C. Patch and extend existing work using skilled mechanics who are capable of matching existing quality of workmanship. Quality of patched or extended work shall not be less than that specified for new work.

D. Cutting:
   01 Concrete and Masonry: Saw cut where feasible.
   02 Plaster: Cut back to sound plaster on straight lines, and back-bevel edges of remaining plaster. Trim and prepare existing lath for tie-in of new lath.
   03 Woodwork: Cut back to a joint or panel line. Undamaged removed materials may be reused.

04 Resilient Tiles: Remove in whole units to natural breaking points or straight joint lines, with no damaged or defective existing tiles remaining where joining new construction.

05 Salvaged Materials: Carefully remove to avoid damage, thoroughly clean and reinstall as indicated, or store as directed.

06 Doors: Remove in such manner as to facilitate filling in of openings or installation of new work, as required by the drawings.

07 Structural Elements: Remove only as shown on the Structural drawings. If not specifically shown, but removal is required, perform such removal or alteration only upon written approval of the Engineer. Do not damage or alter any structural element of the existing building.

E. Patching:

01 Match existing work where possible; if unavailable, use salvage material for patching, and provide totally new material in areas where salvage has been removed. Consult with the Engineer concerning locations for salvaging materials.

02 Repairs or continuations of existing work shall be relatively imperceptible in the finished work when viewed under finished lighting conditions from a distance of 6 feet.

03 Patching, Repairing, and Finishing of Existing Work: Perform in compliance with the applicable requirements of the specification section covering the work to be performed and the requirement of this Section.

F. Erect scaffolding as necessary to gain access to the various parts of the work. Provide structurally sound, rigidly braced and properly constructed scaffolding, shoring and bracing as necessary to positively protect the affected elements and building, and to support the activities or workmen and loads. Design and construction of scaffolds and supports shall be in accordance with applicable safety regulations. Material used shall be adequate to support anticipated loads with a properly calculated margin of safety.

G. Noise Producing Equipment: Minimize use of noise producing equipment. Limit excessive noise to periods of vacancy or provide sound control. Arrange schedules in advance with the Engineer.

3.3 PAINTING AND FINISHING

A. Preparation: Prepare patched areas as required for new work. Wash existing painted surfaces with neutral soap or detergent, thoroughly rinse, and sand when dry.

B. Painting and Finishing: Conform to the applicable provisions of the Painting Section. Prepare bare areas and patches in existing painted surfaces with specified primer and intermediate coats, sanded smooth and flush with adjoining surfaces.

3.5 DISPOSAL OF DEBRIS

A. Remove material, debris and rubbish resulting from work of this Section from the building and site as it accumulates. Keep all areas of work in “broom clean” condition as the work progresses.

B. At completion of renovation and remodeling work in each area, provide final cleaning and return space to a condition suitable for use by the Owner.

END OF SECTION

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers for substitutions.

B. Scope:
01 Provide temporary facilities adequate to facilitate the requirements to complete the Work.
02 Temporary facilities shall only be for the duration of construction, unless noted otherwise, and all temporary facilities shall be completely removed at the completion of the project.
03 Any areas disturbed by the placement of temporary facilities shall be repaired / replaced to a finished condition consistent with the surrounding finished area.
04 Maintain operation of existing fire alarm and security systems throughout the progress of the Work

PART 2 - GENERAL

2.1 UTILITIES

A. Owner shall allow usage of 110 / 120 V power existing in the building(s).
01 For voltages higher than 110 / 120V, Contractor shall provide temporary power. Coordinate with the local power provider as required.
02 The Contractor is responsible for overloading or excess use, or any damage resulting from overloading or excess use, or any damage resulting from his use of utilities.

B. Owner shall allow usage of existing water supplies and hose bibbs in / at the building(s).
01 The Contractor is responsible for overloading or excess use, or any damage resulting from overloading or excess use, or any damage resulting from his use of utilities.

C. The Contractor shall provide and maintain all other required sources of temporary utilities as may be necessary.

2.2 SANITARY FACILITIES

A. Use of Owner’s sanitary facilities is strictly prohibited.

B. Furnish temporary sanitary facilities and maintain in compliance with regulations of State Department of Health and other authorities having jurisdiction.

C. Maintain a regular service schedule for the facilities.

2.3 STORAGE FACILITIES

A. Provide and maintain adequate weather tight, lockable, enclosed storage facilities as required to securely house materials and equipment stored on the job site.

01 Coordinate with the Owner and Engineer for acceptable location(s).

B. Replace materials improperly stored and damaged by weathered conditions.

C. Allow for temporary freeze protection as required.

D. Remove storage facilities at completion of work or when materials are stored within the structure in a weather tight condition.

2.4 SIGNS

A. Contractor shall not erect any signs without Owner's authorization.

B. Other signs permitted at the site:
01 Warning signs.
02 Directional signs.
03 Identification signs at field offices.

C. Secure and pay for all sign permits as required by local authorities.

2.5 BARRIERS

A. Provide temporary walls to separate invasive work from on-going school operations within the building. Such types of work areas include:
01 New entry vestibule wall assemblies
02 New cross corridor wall assemblies
03 Other areas where modifications are being made to existing architecture.

B. Temporary walls shall be sufficient to be self-supporting and prevent any access into the Work area by unauthorized people.
01 Provide temporary egress doors as required by the governing authority having jurisdiction (i.e. fire marshal's office).
02 Verify conditions and implement as required.

C. Coordinate with Owner and Engineer for composition, location, and duration of all temporary walls prior to installation.

D. At completion of the work relative to the temporary wall, completely remove it and restore all affected existing finishes to original condition.

2.7 SECURITY

A. Determine if and when watchmen are necessary for protection to the work, and provide such services when necessary.

B. Neither the provision of watchmen nor the failure to provide watchmen shall relieve the Contractor of responsibility in event of injury to persons or damage to property.

2.8 CLEANING

A. Trash Removal:
01 Clear the building and site of trash a minimum of once a week.
02 When rapid accumulation occurs, make more frequent removals.
03 Remove highly combustible trash such as paper and cardboard daily.
04 Dumpsters will not be allowed to overflow and should be emptied on a regular basis.

05 Use of Owner’s dumpsters and trash receptacles is strictly prohibited.

B. Disposition of Debris:
01 Remove debris from the site and legally dispose of in strict accordance with local ordinances and regulations.
02 Locations for disposal shall be of the Contractor's choice within the above restriction.
03 No debris or material may be buried or burned at the site.
04 Take necessary precautions to prevent accidental burning of materials by avoiding large accumulations of combustible materials.

C. Cleaning:
01 Maintain installed work in a manner that will protect the work.
02 Thoroughly clean the work, including the removal of smudges, marks, stains, fingerprints, soil, dirt, paint spots, dust, lint, discolorations, and other foreign materials.

2.9 TEMPORARY FIRST AID FACILITIES

A. Provide first aid equipment and supplies, with qualified personnel continuously available to render first aid at the site.

B. Provide a sign, posted at the telephone, listing the telephone numbers for emergency medical services: physicians, ambulance services and hospitals.

2.10 TEMPORARY FIRE PROTECTION

A. Provide a fire protection and prevention program for employees and personnel at the site.
01 For work on existing campuses or buildings, coordinate with the Owner and Engineer to develop a program that will facilitate the Owner’s needs (i.e. building evacuation and similar).
02 Where existing building users must evacuate into a work area, coordinate with the local fire marshal having jurisdiction to implement temporary measures required to maintain life safety code compliance.

B. Provide and maintain fire extinguishing equipment ready for instant use at all areas of the project, and at specific areas of critical fire hazard.

C. Equipment:
01 Hand extinguishers of the types and sizes recommended by the National Board of Fire Underwriters to control fires from particular hazards.
02 Barrels of water with buckets designated for fire control purposes.
03 Water hoses connected to an adequate water pressure and supply system.
04 Construction period use of permanent fire protection system.

D. Enforce Fire-safety Discipline:
01 Store volatile materials in an isolated, protected location.
02 Avoid accumulations of flammable debris and waste in or about the Project.
03 If allowed on site at all, prohibit smoking in the vicinity of hazardous conditions.
04 Closely supervise welding and torch-cutting operations.
05 Supervise locations and operations of portable heating units and fuel.

E. Maintain fire extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher.

2.11 CONSTRUCTION AIDS

A. Provide construction aids and equipment required to assure safety for personnel and to facilitate the execution of the work; including, but not limited to scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other equipment.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain all equipment in a first-class, safe condition.

2.12 ACCESS ROADS AND PARKING AREAS

A. For work performed on existing, occupied site, coordinate with the Owner and Engineer for location(s) of temporary access and construction parking.

01 Where Contractor is allowed to use existing access roads, paving, parking, sidewalks and similar, Contractor shall thoroughly photographs or video all such areas to document existing conditions.

02 Contractor shall repair / replace any area(s) damaged as the result of construction activities.

2.13 FIRE ALARM SYSTEM

A. Throughout the progress of the Work, maintain continuous operation of the existing, operational fire alarm system.

B. Fire alarm devices shall be protected as required; however, such protection shall not render the device inoperable. Provide temporary devices to be removed at the completion of the Work if necessary to maintain a fully functional and operational fire alarm system.

C. If wiring or connections to the fire alarm system components are disrupted as a result of construction activities, immediately make all necessary repairs and / or replacements necessary to restore full operation.

D. The fire alarm system shall be tested at the end of each work day to verify it is fully functional. Coordinate with Owner as required.

END OF SECTION

SECTION 01 74 00

CONSTRUCTION CLEANING

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements for final cleaning at Substantial Completion.

1.2 RELATED DOCUMENTS

A. Drawings, Specifications and provisions of Construction Contract, including General, Special and Supplementary Conditions and other General Requirements.

1.3 RELATED SECTIONS

A. Other Division 1 Specifications including, but not limited to:
   01 Section 01 50 00 – Temporary Facilities
   02 Section 01 77 00 – Closeout Procedures
   03 Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 16

1.4 QUALITY ASSURANCE

A. Multiple Prime Contracts: Each prime contractor is responsible for final cleaning its own work. Project Manager is responsible for coordinating final cleaning of an area or piece of equipment where more than one prime contractor is involved.

1.5 SITE CONDITIONS

A. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with applicable laws, including, without limitation, Environmental Laws.
   01 Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
   02 Burning or burying of debris, rubbish, or other waste material on premises is not permitted.

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Employ experienced workers or a professional cleaning service for final cleaning. Clean each surface or unit of Work to condition expected from commercial building cleaning and maintenance program. Comply with manufacturer’s instructions.

B. Complete following cleaning operations applicable to project before requesting inspection for certification of Substantial Completion for entire Project or portion of Project.

01 Clean site, yard and grounds in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.

02 Sweep paved areas broom clean. Utilize magnetic sweeps on parking lots to remove all metallic debris capable of causing vehicle tire damage.

03 Remove petrochemical spills, stains, and other foreign deposits.

04 Remove tools, construction equipment, machinery, and surplus material from Site.

05 Clean exposed exterior and interior hard-surfaced finishes including doors, hardware and casework, to dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to original condition.

06 Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

07 Broom clean concrete floors in unoccupied spaces.

08 All carpeting in work areas shall be cleaned by a professional carpet cleaning company acceptable to the owner. Carpet shall be thoroughly vacuumed prior to the use of hot water extraction.

09 Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

10 Remove labels that are not permanent labels.

11 Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

a. Do not paint over “UL” and similar labels, including mechanical and electrical name plates.

12 Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.

13 Clean plumbing fixtures to sanitary condition, free of stains, including stains resulting from water exposure.

14 Replace disposable air filters and clean permanent air filters; clean exposed surfaces of diffusers, registers, and grilles.

15 Clean ducts, blowers and coils if units were operated without filters during construction.

16 Clean any construction related soiled food-service equipment to sanitary condition, ready and acceptable for intended use.

17 Clean light fixtures, lamps, globes and reflectors to function with full efficiency. Wipe handprints and paint clean in the ceiling grids following testing and balancing of HVAC system.

18 Thoroughly clean the work, including the removal of smudges, marks, stains, fingerprints, soil, dirty, paint spots, dust, lint, discolorations and other foreign materials.

19 Disposition of Debris: Remove debris from site and make legal disposition. Locations for disposal shall be of the Contractor’s choice within the above restriction. No debris or material may be buried or burned at the site. Take necessary precautions to prevent accidental burning of materials by avoiding large accumulations of combustible materials.

20 Trash Removal: Clear the building and site of trash at least once a week. When rapid accumulation occurs, make more frequent removals. Remove highly combustible trash such as paper, cardboard, daily.

21 Leave Site and Work clean and ready for occupancy.

C. Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction period.

D. Comply with applicable laws governing cleaning operations. Remove waste materials from site and dispose of lawfully.

END OF SECTION

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SECTION 01 77 00

CLOSE-OUT PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Certain procedures have been developed and are required to fulfill all provisions of the Owner-Contractor Agreement with respect to contract Final Completion and Contract Close-Out for the Work / project to be 100% complete.

B. Refer to section CA – General Conditions and section CB – Supplementary Conditions for additional information and requirements.

PART 2 – SUBSTANTIAL COMPLETION

2.1 GENERAL

A. Projects that involve phased sequential construction of major definable areas or projects that involve separate work on multiple campuses shall have Certificates of Substantial Completion issued for each phase or campus, as applicable and agreed upon by the Owner and Contractor. All conditions for Substantial Completion, including liquidated damages, shall apply for each date of Substantial Completion for each phase or campus, as applicable.

B. Individual Substantial Completion Dates for each phase or campus shall be determined and agreed upon by the Owner, Engineer and Contractor. Where an Alternative Proposal dictating a required, guaranteed completion date (dates) is included in the Proposal Form and accepted by the Owner, the date(s) stated therein shall establish the Substantial Completion Dates to be incorporated into the Agreement.

C. The following items are a partial list of requirements, as applicable to the Project, which must be completed prior to establishment of a Substantial Completion date.

01 All work as identified in each section of the Specifications must be 100% complete.
02 All fire alarm system components must be completed, demonstrated to the Owner and approved by the governing authority.
03 Local fire marshal approval must be delivered to the Owner.
04 Health Department approval and certificate, where applicable, must be delivered to Owner.
05 All HVAC air and water balancing must be complete.
06 All energy management systems, security and surveillance systems and low voltage systems and controls must be complete, fully operational and demonstrated to the Owner.
07 All final lockset cores must be installed and all final Owner directed keying completed.
08 All room plaques and exterior signage must be complete.
09 All Owner demonstrations must be completed.
10 A final Certificate of Occupancy must be signed by the governing authority and delivered to the Owner.
11 Operation and Maintenance Manuals. Manuals must be submitted prior to Owner training and orientations of equipment and systems.
12 Scanned Record Drawings. Provide a full size, scanned copy of the record drawings maintained at the site in PDF format.

13 All exterior clean-up and landscaping must be complete, including required stand of grass mowed and edged.

D. Final Cleaning:

01 The work area shall be thoroughly cleaned inside and outside. Cleaning includes removal of smudges, marks, stains, fingerprints, soil, dirt, spots, dust, lint, and other foreign materials from finished and exposed surfaces.

02 Remove all temporary facilities.

E. In order for the project, a major portion thereof, a project phase or project campus to be considered Substantially Complete, the following conditions must be met:

01 All inspections by governmental authorities having jurisdiction over the project must have been finalized; any remedial work required by them must have been completed; and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Engineer.

02 All work, interior and exterior, shall have been completed and cleaned except minor items (Punch List) which, if completed after occupancy, will not, in the Owner's opinion, cause any interference to the Owner's use of the building or any portion thereof.

03 All items stipulated in 2.1-C above.

F. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner, at his sole discretion, may make (partial) payment of retainage applying to such Work or designated portion thereof which is 100% complete and accepted by the Owner. Such payment, if made at all, shall be adjusted in the Owner's favor for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

G. The date of Substantial Completion shall represent day one (1) of the thirty (30) day period to complete all work and correct all deficiencies contained in the Punch List and the sixty (60) day period allowed for complete Contract Close-Out as described below.

2.2 PUNCH LIST

A. A comprehensive list prepared by the Contractor prior to Substantial Completion, and attached thereto, to establish all items to be corrected, or limited items of work to be completed, if any. This list is intended to represent a limited number of items needing attention.

B. Punch lists shall be furnished to the Engineer in Microsoft Excel and PDF formats. The punch list shall be in matrix form and shall include the following information for each punch list item:

01 Room number or other suitable location identifier

02 Description of the work

03 Sub-contractor / trade sign-off that the work has been verified to be 100% complete and in accordance with the Contract Documents

04 Sub-contractor / trade sign-off date

05 General contractor sign-off that the work has been verified to be 100% complete and in accordance with the Contract Documents

06 General contractor / trade sign-off date

07 A/E consultant sign-off

08 A/E consultant sign-off date

09 If requested by the Owner, provide two additional similar columns for their sign-off.

10 In the case of excessive repetition of the same item at various locations, the punch list may contain "general notes / items" that shall be applied to the entire project; and

it shall be the responsibility of the contractor / sub-contractor to thoroughly examine the entire project and make corrective measures at all applicable locations.

C. Should the Engineer determine that the Contractor's punch list lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for re-inspection and revision. The date of Substantial Completion will be delayed until the punch list submitted is a reasonable representation of the work to be done.

D. A significantly large number of items to be completed or corrected will preclude the Engineer from issuing a Certificate of Substantial Completion. The Owner and Engineer will be the sole judge of what constitutes a significantly large number of items. It is anticipated that the detailed list of items of work to be completed or corrected at the Date of Substantial Completion will be no longer than five (5) typed pages.

E. The Contractor's superintendent shall participate in the preparation of the Contractor's punch list that is submitted to the Engineer and Owner for supplementation. Upon receipt, the Engineer and Consultants shall perform a spot review to determine the adequacy and completeness of the Contractor's punch list.

F. Upon receipt of an acceptable Contractor's punch list, the Contractor's Superintendent shall accompany the Engineer, his Consultants and the Owner (at his discretion) during their observation and the preparation of their supplements to the Contractor's punch list.

01 The Superintendent shall record or otherwise take note of all supplementary items.

02 The Engineer will endeavor to furnish to the Contractor typed, hand written or recorded supplements to the punch list in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Engineer will not be cause for a claim for additional cost or extension of time as the Contractor's Superintendent shall have been in attendance during the inspections of the Engineer and his Consultants and will have been expected to take his own notes.

2.3 OPERATIONS AND MAINTENANCE MANUALS

A. Operation and Maintenance (O&M) Manuals shall be delivered prior to, and are a condition of, Substantial Completion to allow the Owner the benefit of having the manuals for on-site training and start-up procedures provided by the Contractor.

B. Refer to Section 01 78 23 – Operating and Maintenance Manuals.

2.4 SUBSTANTIAL COMPLETION SCHEDULE

A. After the date of Substantial Completion of the project as evidenced by the Certificate of Substantial Completion, AIA document G704-2000, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to complete all work and correct all deficiencies contained in the Punch List attached to the Certificate of Substantial Completion.

B. It is incumbent upon the Contractor to request Substantial Completion only when there is assurance that all work included on the Punch List shall be completed within the thirty (30) day time frame.

01 In the event the Owner must take occupancy of the project prior to Contractor's completion of the punch list, the Contractor shall make all adjustments necessary to schedule the work to allow full and normal operation of the project by the Owner.

02 Where this requires work outside of normal business hours, the work shall be provided at no additional costs to the Owner.

C. Upon Contractor's and sub-contractor's verification that all punch list items have been 100% completed, the Contractor shall notify the Engineer; and the Engineer and consultant(s) shall conduct an on-site observation to verify that all items are 100% complete.

01 On-site verifications for partial completions, if any, shall be conducted by the Engineer at the Engineer's sole discretion.

02 If any items shown to be complete by the Contractor are found not to be complete by the Engineer, the observation shall be stopped, with such notification to the Contractor.

03 Contractor's requested punch list observations by the Engineer shall be limited to a maximum of two (2) per punch list.

PART 3 – CONTRACT CLOSE-OUT

3.1 GENERAL

A. Upon issuance of the (final) Certificate of Substantial Completion, and per the Owner-Contractor Agreement, the Contractor will be allowed a period of sixty (60) days within which to complete all Contract Close-Out requirements, unless extended by mutual agreement or provision of the Contract.

B. In addition to all work and requirements described for Substantial Completion, in order to achieve Contract Close-Out, the Contractor shall submit the following Close-Out documents:

01 Tab 1: Copy of executed Certificate of Substantial Completion. And copy of all final punch lists showing final approval / acceptance of each item by sub-contractor, Contractor and Engineer / Engineer's Consultant.

02 Tab 2: Copy of all building permits.

03 Tab 3: Copy of all Certificates of Occupancy.

04 Tab 4: Final list of sub-contractors - alphabetical listing. List shall contain company name, address, phone number, contact person, relative specification section number, and description of work provided.

05 Tab 4: Final list of sub-contractors - specification section number listing in order. List shall contain company name, address, phone number, contact person, and description of work provided.

06 Tab 5: AIA G707-1994 Consent of Surety to Final Payment. Must be notarized.

07 Tab 5: AIA G706-1994 Contractor's Affidavit of Payment of Debts and Claims. Must be notarized.

08 Tab 6: AIA G706A-1994 Contractor's Affidavit of Release of Liens. Must be notarized.

09 Tab 7: Subcontractors' Affidavit of Release of Liens. Must be notarized.

10 Tab 7: Material / Equipment Suppliers Affidavit of Release of Liens. Must be notarized.

11 Tab 8: General Contractor's written warranty / guarantee.

12 Tab 9: Subcontractors' written warranties / guarantees.

13 Tab 10: Manufacturer's written warranties to the Owner for each product / assembly / system warranty required in individual specification sections. Organize each manufacturer's written warranty in numerical order corresponding to specification sections and identify each warranty with the specification section.

14 Tab 11: If asbestos abatement was performed, provide a copy of all applicable governmental forms, final test reports and certifications.

15 Tab 12: Contractor's Affidavit of Hazardous Material Must be notarized.

16 Tab 13: Subcontractors and suppliers Affidavits stating that no asbestos products have been installed in this project. Must be notarized.

17 Tab 14: Owner demonstration and / or training verification. Provide sign-in sheet for all demonstrations and training sessions conducted for the Owner.

18 Tab 15: Extra stock verifications of product delivery to Owner.

19 Record Drawings. Refer to section 3.4 below. Not bound in close-out manual(s).

20 Owner's set of record submittals. Not bound in close-out manual(s).

C. Final / 100% release of retainage will not be authorized by the Engineer until the Contractor completes all of the requirements for Contract Close-out; and until all expenses incurred and to be paid by the Contractor have been paid in full.

D. It is the Contractor's sole responsibility prior to submission to verify that Close-Out documents proposed to be furnished for review and acceptance are 100% complete and accurate.
01 If during review the Engineer or Engineer determines the Close-Out documents are incomplete and / or inaccurate, the review shall cease and the Contractor shall be so notified to retrieve the Close-Out Documents, make corrections and resubmit.
02 It is not the A/E Consultants' responsibility to return a list of missing and / or incorrect items.

E. It is desirable and beneficial to submit all Close-Out documents as a single submission; Close-Out documents may be submitted separately in four (4) deliverables as follows:
01 Close-Out Manual
02 Operations and Maintenance Manuals (required prior to Substantial Completion)
03 Record Drawings
04 Owner's Record Copy of Submittals

3.2 CLOSE-OUT MANUAL(S) FORMAT

A. All close-out documents shall be submitted in three ring binders with detailed table of contents, index tabs corresponding to the table of contents.
01 Documents shall be separated by tabs as indicated in section 3.1 above.
02 The close-out documents must be neatly organized and easily useable, as determined by the Engineer and Owner.
03 Each binder shall include an insert cover with the following information
a. Project name
b. Binder Title: Close-Out Manual
c. Engineer's name
d. Engineer's project number
e. Contractor's name, address and phone number
04 Each binder shall include an insert in the binder spine with the following information
a. Project name
b. Binder Title: Close-Out Manual
05 Inside cover page containing the following:
a. Project name
b. Contractor's address and contact information
c. Contractor's project manager and superintendent name and contact information.
d. Engineer's project manager name and contact information.
e. Each consultant's project manager name and contact information.
06 Table of Contents and corresponding section tabs shall be in the same order as described in section 3.1-B above.
07 Number of binders required: two.
08 Number of CD's required: three.

3.3 WARRANTIES

A. All guarantees and warranties required by the Contract Documents shall establish the date of Substantial Completion as day one (1) of the required warranty period; regardless of how long the product, assembly or work has been installed or in operation prior to Substantial Completion.

01 Coordinate with subcontractors and material suppliers to account for provision in their original proposal / bid amount, if necessary.

B. Contractor's One-Year Warranty: The Contract requires the General Contractor to warrant ALL materials and work provided / furnished for a period of one (1) year following the date of Substantial Completion.

01 The one year general warranty shall include all labor, material and delivery costs required to correct defective material or installation during the Warranty period.

C. Sub-Contractor's One-Year Warranty: each sub-contractor that performed work on the project shall be required to submit a one-year warranty similar to the above Contractor's One-Year Warranty for their specific work provided.

D. Extended Warranties: In addition to the General Contractor's and subcontractors' one-year warranty, other required guarantees shall be included in the Close-Out Binder in original issue form. All extended warranties shall begin on the Substantial Completion date; and shall include all labor, material and delivery costs required to correct defective material or installation. Guarantees include but are not limited to:

01 Roofing – Certification from the Roofing Manufacturer that the work performed as part of this Contract is accepted and incorporated into the existing roof warranty. Provide separate certification for each campus.
02 Glazing - 2 Years
03 Dampproofing and Waterproofing - 2 Years
04 Sealants - 2 Years
05 Plastic-Faced Wood Doors - life of the doors
06 Painting and Staining -2 Years
07 Carpeting -10 Years
08 Division 22 - Plumbing Systems - as specified
09 Division 23 - Mechanical Systems - as specified
10 Division 26 - Electrical Systems - as specified

3.4 RECORD DRAWINGS:

A. Upon Substantial Completion, the Contractor shall be furnished, at no charge, a complete set of electronic files in AutoCAD release 2010 or later, or Revit if applicable, of all drawings included in the Contract Documents. The title blocks shall be stripped of all logos, disclaimers and licensed seals of the Engineer and Consultants.

01 Applicable CTB or plot files shall be furnished by the Engineer and each Consultant.
02 Throughout the construction phase, Engineer's and Consultant's supplemental drawings / sketches provided to the Contractor in AutoCAD or Revit format shall already be incorporated in the electronic files provided to the Contractor.

B. Upon request, the Engineer and / or Consultants shall assist the Contractor with understanding the structure and composition of the electronic files to facilitate the generation of the Record Drawings.

C. The Contractor shall modify the title block on each / every sheet to include only the project name, project address, school district, consultants' name and address, date, and clearly identify the set as "Record Drawings".

D. All electronic Record Drawing work shall be performed in a professional manner using AutoCAD or Revit, as applicable, and shall maintain the format / structure / composition of the original Contract Document drawings.

E. All modifications, additions, deletions and revisions made to the project during the construction phase shall be reflected on the Record Drawings; and shall include, but not necessarily limited to:

01 All as-built dimensions (different than original dimensions)

02 All as-built locations and conditions relative to underground plumbing, sanitary and storm piping installations, natural gas piping and electrical conduits; shown accurately to within twelve inches (12”). Notes shall indicate approximate depth of all underground piping and utilities.

03 All as-built conditions relative to ductwork installations; shown accurately to within six inches (6”).

04 All as-built conditions relative to HVAC water piping installations; shown accurately to within six inches (6”).

05 All as-built conditions relative to underground electrical conduit installations; shown accurately to within six inches (6”).

06 Record drawings shall include a copy of fire sprinkler layout of piping and equipment.

07 All approved CPR’s resulting in a physical change in the Work.

08 All RFI’s resulting in a physical change in the Work.

09 All AEA’s resulting in a physical change in the Work.

10 All Minor Changes resulting in a physical change in the Work.

11 All Construction Change Directives resulting in a physical change in the Work.

12 Update the list of drawings as necessary to reflect added and deleted sheets.

F. All modifications shall be represented by actually deleting the original work and accurately depicting the revised as-built modifications / configurations. “X-ing out” deleted work shall not be accepted

G. Provide the Record Drawings with all revision clouds and other change identifiers removed.

H. Upon completion of all revisions to the Record Drawings, including the Engineer’s acceptance, the Record Drawings shall be copied to a CD ROM disc maintaining the exact folder / file structure originally furnished to the Contractor. Submit to the Engineer for review before proceeding with deliverables.

I. Deliverables: Upon review and acceptance of the documentation, including format, the Engineer shall direct the Contractor to proceed with delivery of the following:

01 Three (3) CD’s containing the entire set of Record Drawings in PDF format. Each sheet shall be a separate PDF file. The CD’s shall be organized to duplicate the order of drawings as they were issued for bidding and construction, with record drawing modifications.

02 Three (3) CD’s containing the entire set of Record Drawings in AutoCAD or Revit format as applicable. Each sheet shall be a separate AutoCAD or Revit file. The CD’s shall be organized to duplicate the order of drawings as they were issued for bidding and construction, with record drawing modifications.

03 One (1) full-size, complete set of black-line copies on minimum 20 lb. bond paper. The set shall be plotted using the Contractor’s CD to assure the files plot correctly. The set shall be screw-post bound.

3.5 RECORD SUBMITTALS

A. The Contractor shall maintain and submit a separate set of final submittals to be delivered to the Owner as a condition of Contract Close-Out.

B. Include only the final version of each submittal, including all submittal review comment sheets from the Engineer and Consultant. Versions of submittals that were rejected or required to be revised and resubmitted are not required.

C. Deliverables:

01 Deliver one (1) hard copy set of Record Submittals in file boxes, organized in order by specification division, with tabs included for each section of specifications.

02 Deliver three (3) copies of all Record Submittals in PDF electronic format on three (3) CD's.

3.6 TERMINAL INSPECTION

A. Approximately one (1) month prior to expiration of the one-year guarantee period, the Contractor shall notify the Engineer and Owner to schedule an inspection of the work in the company of the Engineer and the Owner. The Engineer and the Owner shall be given not less than ten (10) days' notice prior to the anticipated date of terminal inspection.

B. Where any portion of the work has proven to be defective and requires replacement, repair or adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective work, and shall execute such work without delay until completed to the satisfaction of the Engineer and the Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

C. The Contractor shall not be responsible for correction of work which has been damaged because of neglect or abuse by the Owner, nor the replacement of parts necessitated by normal wear in use.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Design, construction, erection and removal of structural concrete formwork.

1.02 UNIT PRICES

A. No separate payment will be made for concrete formwork under this Section. Include payment in unit price for structural concrete.

B. Refer to Section 01270 - Measurement and Payment for unit price procedures.

1.03 REFERENCE STANDARDS

A. ACI 117 - Standard Tolerances for Concrete Construction and Materials.

B. ACI 347 - Recommended Practice for Concrete Formwork.

C. U.S. Product Standard PS 1 Construction and Industrial Plywood.

D. U.S. Product Standard PS 20 American Softwood Lumber Standard.

1.04 SUBMITTALS

A. Conform to Section 01330 – Submittal Procedures.

B. Shop Drawings: Show location, member size and loading of shoring. When reshoring is permitted, submit plans showing locations and member size of reshoring.

C. Product Data and Samples:

1. Corrugated Fiberboard Carton Forms: Submit certification of compliance with design criteria, description of forms, and one-foot-long sample.

2. Form-coating Materials: Submit trade or brand names of manufacturers and complete description of products.

3. Form ties and related accessories, including taper tie plugs, if taper ties are used. Form gaskets.

D. Detailed Layout for Slip-forming: Submit detailed layout of proposed slipforming, including description of equipment, rate of progress, and other data to show suitability of method. Show provisions for ensuring attainment of required concrete surface finish.

PART 2 PRODUCTS

2.01 MATERIAL

A. Smooth Forms: New plywood, metal, plastic, tempered concrete-form hardboard, dressed lumber faced with plywood or fiberboard lining, or metal-framed plywood-faced panel material, to provide continuous, straight, smooth surfaces. Form material shall be free of raised grain, torn surfaces, worn edges, patches, dents or other defects. Furnish material in largest practical sizes to minimize number of joints and, when indicated on Drawings, conform to joint system indicated. Form material shall have sufficient strength and thickness to withstand pressure of newly placed concrete without bow or deflection.

B. Rough Forms: Plywood, metal, dressed or undressed lumber free of knots, splits or other defects, or other material acceptable to Project Manager of sufficient strength and thickness to withstand pressure of newly placed concrete without bow or deflection.

C. Plywood: Conform to PS 1, Class 1.

D. Lumber: Conform to PS 20.

E. Edge Forms and Intermediate Screed Strips: Type and strength compatible with the screed equipment and methods used.

F. Plastic Forms: One-piece forms for domes, beams and pan joists. Single lengths for columns not exceeding height of 7 feet 6 inches. For columns over 7 feet 6 inches, use 7-foot 6-inch sections and filler sections as needed. To facilitate removal of pan joist forms, taper sides one inch per foot.

G. Metal Pan Joist Forms: Removable type; fabricated of minimum 14-gauge steel; one piece between end closures. Adjustable forms not allowed. Taper sides one inch per foot to facilitate removal.

H. Earth Cuts for Forms:

1. Use earth cuts for forming unexposed sides of grade beams cast monolithically with slabs on grade.

2. Where sides of excavations are stable enough to prevent caving or sloughing, following surfaces may be cast against neat-cut excavations:

   a. Sides of footings.

   b. Inside face of perimeter grade beams not monolithic with slab on grade. When inside face is cast against earth, increase beam width indicated on Drawings by one inch.

   c. Both faces of interior grade beams not monolithic with slab on grade. When grade beam is cast against earth, increase beam width indicated on Drawings by 2 inches.

I. Corrugated Fiberboard Carton Forms:

1. Corrugated fiberboard carton forms, when called for, are intended to form a void space beneath pile-supported and pier-supported slabs and other structural elements as shown.

2. Provide products of a reputable manufacturer regularly engaged in commercial production of double-faced corrugated fiberboard carton forms, constructed of waterproof paper and laminated with waterproof adhesive.

3. Fiberboard forms: Capable of supporting required dead load plus construction loads, and designed to lose their strength upon prolonged contact with moisture and soil bacteria.

4. Seal cuts and ends of each form section by dipping in waterproof wax, unless liners and flutes are completely impregnated with waterproofing.

5. Size forms as indicated on Drawings. Assemble as recommended by manufacturer, either with steel banding at 4 feet 0 inches maximum on centers, or, where liners and flutes are impregnated with waterproofing, with adequate stapling.

J. Circular Forms:

1. Form round-section members with paper or fiber tubes, constructed of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation. Provide manufacturer's seamless units to minimize spiral gaps and seams.

2. Fiberglass or steel forms may be used for round-section members.

K. Shores: Wood or adjustable metal, with bearing plates; with double wedges at lower end.

L. Form Ties:

1. Use commercially-manufactured ties, hangers and other accessories for embedding in concrete. Do not use wire not commercially fabricated for use as a form accessory.

2. Fabricate ties so ends or end fasteners can be removed without causing spalling of concrete faces. Depth from formed concrete face to the embedded portion: At least 1 inch, or twice the minimum dimension of tie, whichever is greater.

3. Provide waterstop feature for form ties used on liquid-containing structures and on concrete walls which will have earth backfill on one side.

4. Removable ties: Taper ties may be used when approved by the Project Manager. In the hole left by the removal of the taper tie, insert a preformed neoprene or polyurethane plug sized to seat at the center of the wall.

M. Form Coating: Commercial formulation of form oil or form-release agent having proven satisfactory performance. Coating shall not bond with, stain or otherwise adversely affect concrete surfaces, or impair their subsequent treatment, including application of bonding agents, curing compounds, paint, protective liners and membrane waterproofing.

N. Coating for Plastic Forms: Alkali-resistant gel-coat.

O. Chamfer Strips: Unless otherwise indicated on Drawings, provide 3/4-inch chamfer strips in corners of forms to produce beveled edges where required by Part 3, Execution.

P. Form Gaskets: Polyethylene rod, closed cell, one-inch diameter.

2.02 DESIGN OF FORMWORK

A. Conform to ACI 117, ACI 347 and City building codes, unless more restrictive requirements are specified or shown on Drawings. Contractor shall design and engineer concrete formwork, including shoring and bracing. Design formwork for applicable gravity loads, lateral pressure, wind loads and allowable stresses. Camber formwork to compensate for anticipated deflection during placement of concrete when required to maintain specified tolerances. Design formwork to be readily removed without impact, shock or damage to concrete surfaces and adjacent materials.

B. Slip Forming: Permitted on written approval of Engineer. Contractor shall demonstrate suitability of method proposed.

PART 3 EXECUTION

3.01 INSTALLATION

A. Formwork Construction

1. Construct and maintain formwork so that it will maintain correct sizes of members, shape, alinement, elevation and position during concrete placement and until concrete has gained sufficient strength. Provide for required openings, offsets, sinkages, keyways, recesses, moldings, anchorages and inserts.

2. Construct forms for easy removal without damage to concrete surfaces.

3. Make formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins. Provide gaskets for wall forms to prevent concrete paste leakage at their base.

4. Place chamfer strips in forms to bevel edges and corners permanently exposed to view, except top edges of walls, and slabs which are indicated on Drawings to be tooled. Do not bevel edges of formed joints and interior corners unless indicated on Drawings. Form beveled edges for vertical and horizontal corners of equipment bases. Unless otherwise indicated on Drawings, make bevels 3/4 inch wide.

5. Provide temporary openings at bases of column and wall forms and other points as required for observation and cleaning immediately before concrete is placed.

6. Where runways are required for moving equipment, support runways directly on the formwork or structural members. Do not allow runways or supports to rest on reinforcing steel.

7. Use smooth forms on formed concrete surfaces required to have smooth form finish or rubbed finish as specified in Section 03350 - Concrete Finishing.

8. Rough forms may be used on formed concrete surfaces indicated to have rough form finish as specified in Section 03350 - Concrete Finishing.

B. Forms for Surfaces Requiring Smooth Form Finish:

1. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Uniformly space form ties and align in horizontal and vertical rows. Install taper ties, if used, with the large end on the wet face of the wall.

2. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back up joints with extra studs or girts to maintain true, square intersections.

3. Form molding shapes, recesses and projections with smooth-finish materials and install in forms with sealed joints to prevent displacement.

4. Form exposed corners of beams and columns to produce square, smooth, solid, unbroken lines.

5. Provide exterior exposed edges with 3/4-inch chamfer or 3/4-inch radius.

6. Arrange facing material in orderly and symmetrical fashion. Keep number of joints to practical minimum. Support facing material adequately to prevent deflection in excess of allowable tolerances.

7. For flush surfaces exposed to view in completed structure, overlap previously- placed hardened concrete with form sheathing by approximately 1 inch. Hold forms against hardened concrete to maintain true surfaces, preventing offsets or loss of mortar.

C. Forms for Surfaces Requiring Rubbed Finish: Provide forms as specified in Paragraph 3.01B, Smooth Form Finish. Use smooth plywood or fiberboard linings or forms, in as large sheets as practicable, and with smooth, even edges and close joints.

D. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure supports for types of screeds required.

E. Circular Forms: Set forms in one piece for full height of member.

F. Surfaces to Receive Membrane Waterproofing: Coordinate surface finish, anchors, reglets and similar requirements with membrane waterproofing applicator.

G. Fireproofing Steel Member: Construct forms to provide not less than the concrete thickness necessary, measured from face of steel member, to provide the required fire rating. Forms for concealed surfaces may be unlined.

H. Tolerances:

1. Unless noted otherwise on Drawings, construct formwork so concrete surfaces will conform to tolerance limits listed in Tables 03100A and 03100B at end of this Section.

2. Establish sufficient control points and bench marks as references for tolerance checks. Maintain these references in undisturbed condition until final completion and acceptance of the Work.

I. Adjustment of Formwork:

1. Use wedges or jacks to provide positive adjustment of shores and struts. After final inspection and before concrete placement, fasten in position wedges used for final adjustment of forms.

2. Brace forms securely against lateral deflections. Prepare to compensate for settling during concrete placement.

3. For wall openings, construct wood forms that facilitate necessary loosening to counteract swelling of forms.

J. Corrugated Fiberboard Carton Forms:

1. Place on smooth firm bed of suitable material to prevent vertical displacement; set tight to prevent horizontal displacement. Exercise care to avoid buckling of forms. Install in accordance with manufacturer's directions and recommendations.

2. Fit carton forms tightly around piles and piers; completely fill the space between subgrade and concrete placement with carton forms to form a void space.

3. Protect carton forms from moisture and maintain in a dry condition until concrete is placed on them. If they become wet before placement of concrete, allow them to dry and carefully inspect for strength before concrete is placed.

4. Before concrete placement, replace damaged or deteriorated forms which are incapable of supporting concrete dead load plus construction live loads.

3.02 PREPARATION OF FORM SURFACES

A. Clean surfaces of forms and embedded materials before placing concrete. Remove accumulated mortar, grout, rust and other foreign matter.

B. Coat forms for exposed or painted concrete surfaces with form oil or form-release agent before placing reinforcement. Cover form surfaces with coating material in accordance with manufacturer's printed instructions. Do not allow excess coating material to accumulate in forms or to contact hardened concrete against which fresh concrete will be placed. Remove coating material from reinforcement before placing concrete.

C. Forms for unexposed surfaces, other than retained-in-place metal forms, may be wet with water immediately before concrete placement in lieu of coating. When possibility of freezing temperatures exists, however, the use of coating is mandatory.

3.03 REMOVAL OF FORMS

A. Time Limits:

1. When repair of surface defects or finishing is required before concrete is aged, forms on vertical surfaces may be removed as soon as concrete has hardened sufficiently to resist damage from removal operations.

2. Remove top forms on sloping surfaces of concrete as soon as concrete has attained sufficient stiffness to prevent sagging. Loosen wood forms for wall openings as soon as this can be accomplished without damage to concrete. Leave formwork for water- retaining structures in place for at least 2 days. Formwork for non-water-retaining columns, walls, sides of beams and other formwork components not supporting weight of concrete may be removed after 12 hours, provided concrete has hardened sufficiently to resist damage from removal operations, and provided removal of forms will not disturb members supporting weight of concrete.

3. Forms and shoring supporting weight of concrete or construction loads: Leave in place until concrete has reached minimum strength specified for removal of forms and shoring. Do not remove such forms in less than 4 days.

B. Circular Paper or Spiral Tube Forms: Follow manufacturer's directions for form removal. Take necessary precautions to prevent damage to concrete surface. When removal is done before completion of curing time, replace form, tie in place and seal to retard escape of moisture.

C. Removal Strength:

1. Control Tests: Suitable strength-control tests will be required as evidence that concrete has attained specified strength for removal of formwork or shoring supporting weight of concrete in beams, slabs and other structural members. Furnish test cylinders and data to verify strength for early form removal.

   a. Field-cured Test Cylinders: When field-cured test cylinders reach specified removal strength, formwork or shoring may be removed from respective concreteplacements.

b. Laboratory-cured Test Cylinders: When concrete has been cured as specified for structural concrete for same time period required by laboratory-cured cylinders to reach specified strength, formwork or shoring may be removed from respective concrete placements. Determine length of time that concrete has been cured by totaling the days or fractions of days, not necessarily consecutive, during which air temperature surrounding concrete is above 50 degrees F and concrete has been damp or thoroughly sealed against evaporation and loss of moisture.

2. Compressive Strengths: The minimum concrete compressive strength for removal of formwork supporting weight of concrete is 75 percent of specified minimum 28 day strength for class of concrete involved.

3.04 RESHORING

A. When reshoring is permitted, plan operations in advance and obtain City Engineer's approval of such operations. While reshoring is under way, keep live load off new construction. Do not permit concrete in any beam, slab, column or other structural member to be subjected to combined dead and construction loads in excess of loads permitted for developed concrete strength at time of reshoring.

B. Place reshores as soon as practicable after form-stripping operations are complete but in no case later than end of day on which stripping occurs. Tighten reshores to carry required loads without over stressing construction. Leave reshores in place until tests representative of concrete being supported have reached specified strength at time of removal of formwork supporting weight of concrete.

C. Floors supporting shores under newly-placed concrete: Leave original supporting shores in place, or re-shore. Locate reshores directly under shore position above. Extend reshoring over a sufficient number of stories to distribute weight of newly-placed concrete, forms and construction live loads in such manner that design superimposed loads of floors supporting shores are not exceeded.

3.05 FORM REUSE

A. Do not reuse forms that are worn or damaged beyond repair. Thoroughly clean and recoat forms before reuse. For wood and plywood forms to be used for exposed smooth finish, sand or otherwise dress concrete contact surface to original condition or provide form liner facing material. For metal forms, straighten, remove dents and clean to return forms to original condition.

Table 03100A

TOLERANCES FOR FORMED SURFACES CONCRETE IN BUILDINGS**				
VARIATION FROM	**VARIATION IN**	**FOR ANY 10-FOOT LENGTH**	**FOR ANY 20-FOOT LENGTH OR ANY BAY**	**MAXIMUM FOR ENTIRE DIMENSION**
PLUMB OR SPECIFIED BATTER	**LINES AND SURFACES OF COLUMNS, PIERS, WALLS AND ARRISES**	**1/4"**	**---**	**1"**
	EXPOSED CORNER COLUMNS, CONTROL JOINT GROOVES, AND OTHER CONSPICUOUS LINES	**---**	**1/4"**	**1/2"**
LEVEL OR SPECIFIED GRADE	**SLAB SOFFITS, CEILINGS, BEAM SOFFITS, AND ARRISES (MEASURED BEFORE REMOVAL OF SHORES)**	**1/4"**	**3/8"**	**3/4"**
	EXPOSED LINTELS, SILLS, PARAPETS, HORIZONTAL GROOVES AND OTHER CONSPICUOUS LINES	**---**	**1/4"**	**1/2"**
DRAWING DIMENSIONS	**POSITION OF LINEAR BUILDING LINES, COLUMNS, WALLS, AND PARTITIONS**	**---**	**1/2"**	**1"**
	SIZE AND LOCATION OF SLEEVES, FLOOR OPENINGS AND WALL OPENINGS	**---**	**---**	**±1/4"**
	CROSS SECTION OF COLUMNS, BEAMS, SLABS, AND WALLS	**---**	**---**	**+1/2", -1/4"**
	FOOTINGS* IN PLAN	**---**	**---**	**+2", -1/2"**
	FOOTING MISPLACEMENT OR ECCENTRICITY IN DIRECTION OF ERROR (THE LESSER OF)	**---**	**---**	**2% OF WIDTH OR 2"**
	FOOTING THICKNESS DECREASE	**---**	**---**	**5%**
	FOOTING THICKNESS INCREASE	**---**	**---**	**NO LIMIT**
	STEP RISE IN FLIGHT OF STAIRS	**---**	**---**	**±1/8"**
	STEP TREAD IN FLIGHT OF STAIRS	**---**	**---**	**±1/4"**
	CONSECUTIVE STEP RISE	**---**	**---**	**±1/16"**
	CONSECUTIVE STEP TREAD	**---**	**---**	**±1/8"**

*** Footing tolerances apply to concrete dimensions only, not to positioning of vertical reinforcing steel, dowels, or embedded items.**

**** Includes water and wastewater process structures.**

Table 03100B

TOLERANCES FOR FORMED SURFACES CONCRETE IN BRIDGES, WHARVES AND MARINE STRUCTURES		
VARIATION FROM	**VARIATION IN**	**MAXIMUM**
PLUMB OR SPECIFIED BATTER	SURFACES OF COLUMNS, PIERS AND WALLS	1/2" in 10'
LEVEL OR SPECIFIED GRADE	TOP SURFACES OF SLABS	See Section 03345
	TOP SURFACES OF CURBS AND RAILINGS	3/16" in 10'
DRAWING DIMENSIONS	CROSS SECTION OF COLUMNS, CAPS, WALLS, BEAMS AND SIMILAR MEMBERS	+1/2", -1/4"
	THICKNESS OF DECK SLABS	+1/4", - 1/8"
	SIZE AND LOCATION OF SLAB AND WALL OPENINGS	± 1/2"
	FOOTINGS IN PLAN	+2", -1/2"
	FOOTING MISPLACEMENT OR ECCENTRICITY IN DIRECTION OF ERROR (THE LESSER OF)	2% of WIDTH OR 2"
	FOOTING THICKNESS DECREASE	5%
	FOOTING THICKNESS INCREASE	NO LIMIT
	STEP RISE IN FLIGHT OF STAIRS	±1/8"
	STEP TREAD IN FLIGHT OF STAIRS	±1/4"
	CONSECUTIVE STEP RISE	±1/16"
	CONSECUTIVE STEP TREAD	±1/8"

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section gives requirements for concrete reinforcement. Coordinate the requirements of this section with all other sections of Division 3, Concrete.

1.02 REFERENCE STANDARDS

A. The latest editions of reference standards listed below form a part of this specification and are applicable to this project.

1. American Society for Testing and Materials:

a. ASTM A 61 5 “Deformed and Plain Billet-Steel Bars for Concrete Reinforcement”

b. ASTM A 185 “Specification for Welded Steel Wire Fabric for Concrete Reinforcement”.

2. American Concrete Institute:

a. ACI 315, “Manual of Standard Practice for Detailing Reinforced Concrete Structures”.

b. ACI 318, “Building Code Requirements for Reinforced Concrete”.

3. Concrete Reinforcing Steel Institute:

a. CRSI 163, “Recommended Practice for Placing Reinforcing Bars”.

b. CRSI 165, “Recommended Practice for Placing Bar Supports, Specifications and Nomenclature”.

1.03 SUBMITTALS

A. Certificates: Submit the manufacturer’s certificates giving the properties of steel proposed for use. List the manufacturer’s test number and heat number, chemical analysis, yield point, tensile strength and percent elongation. Also, identify on the certificates the proposed location of the steel in the work.

B. Bill of Materials: Submit bills of materials to be reviewed with shop drawings.

C. Shop Drawings: Submit shop drawings according to Division 1, General Requirements. Show reinforcement fabrication, bar placement location, splices, spacing and bar designation, bar type, length size, bending, number of bars, and other pertinent information, including dimensions. Information must correspond directly to data listed on the bill of material.

D. Provide sufficient detail to permit placement of reinforcement without use of design drawings. Reproduction of design drawings for use as shop drawings, will not be allowed. Begin fabrication of reinforcing steel after shop drawings have been reviewed by the engineer.

E. Refer to ACI reference standards for detailing, location, placing, splicing, etc. of reinforcing steel to be shown on shop drawings.

1.04 SCHEDULING

A. Schedule materials for delivery to the site so that items may be installed immediately upon delivery. Plan the schedule to accommodate other work, especially post-tensioning. Place items in the proper sequence so that removal and replacement to accommodate other work is avoided.

1.05 HANDLING

A. Store steel reinforcement above the ground on platforms, skids or other supports. Protect reinforcing, as far as practicable, from mechanical injury, surface deterioration and rusting caused by exposure to the weather.

1.06 INSPECTION

A. Make storage and fabrication facilities of the supplier and fabricator available for inspection by the engineer prior to and during fabrication.

1.07 PAYMENT

A. No separate payment will be made for work performed under this section. Include the cost of such work in the bid form and specified in other sections of this work.

PART 2 PRODUCTS

2.01 REINFORCEMENT

A. Deformed Bars: Use deformed bars conforming to ASTM A 61 5, grade 60 for all bars.

B. Marking: Clearly mark all bars with waterproof tags showing the number of bars, size, mark, length, and yield strength. Mark steel with the same designation as the member in which it occurs. Key marks to the concrete placement number as designated in the concrete placement sequence shown on the drawings.

C. Welded Wire Fabric: ASTM A 185, electrically-welded wire fabric of cold-drawn wire. Provide gage and mesh size as shown.

2.02 TIE WIRE

A. Use 18-gage annealed steel for tie wire.

2.03 ACCESSORIES

A. Provide chairs, riser bars, ties and other accessories made of plastic or metal, except as otherwise specified. Where concrete surfaces are exposed to the weather in finished work, provide plastic accessories only. Use of galvanized or plastic-tipped metal is not permitted in these locations. Use plastic accessories manufactured by W.H.C. Products, Inc., Houston, Texas, or preapproved equivalent.

2.04 PRECAST CONCRETE BAR SUPPORTS

A. Provide bar supports 3 inches wide, 6 inches long, and thick enough to allow the required cover. Embed tie wires in the 3-inch sides.

PART 3 EXECUTION

3.01 NOTIFICATION

A. Notify the Engineer at least 24 hours before concrete placement so that reinforcement may be inspected and errors corrected without delaying the work.

3.02 FABRICATION

A. Cold-form Bent Bars: Fabricate cold-form bent bars to the shapes shown on the Drawings. Do not straighten or rebend bars without specific approval. On the job, cut bars by shearing or sawing.

B. Splices: Use a minimum number of splices. Lap splices in strict accord with ACI 318 or as shown. Where it is necessary to splice reinforcement other than shown, the Engineer will determine the character of the splice. Do not make splices at points of maximum stress. Stagger splices in adjacent bars.

C. Fabrication Tolerances: Bars used for concrete reinforcement must conform to the following fabrication tolerances.

Measurement	Tolerance in Inches
Sheared length	± 1
Depth of truss bars to 8-inch depth	+ 0, - 1/4
Depth of truss bars over 8-inch depth	+ 0, - 1/2
Stirrups, ties and spirals	± 1/4
All other bends	± 1

3.03 PLACING

A. Condition of Reinforcement: Reinforcement must be free of injurious seams, flaws, cracks, scale, loose or flaky rust or other foreign material, including oil, mud or coating that will reduce the bond to concrete.

B. Placement Tolerances: Place reinforcement within the following tolerances.

Placement	Tolerance in Inches
Concrete cover to formed surfaces	± 1/4
Minimum spacing between bars	± 1/4
Top bars in slabs and beams to 8-inch depth	± 1/4
Top bars in slabs and beams between 8-inch and 24-inch depth	±1/2
Top bars in slabs and beams more than 24-inches in depth	± 1
Crosswise of members spaced evenly within	± 2
Lengthwise of members	± 2

C. Concrete Cover: Except as otherwise shown, provide a clear cover measured from reinforcement to the face of the concrete as listed.

Surfaces	Measurement in Inches
Interior not exposed to weather	
Slabs, joists and walls	3/4
Beams, girders and columns	1-1/2
Exterior not in contact with earth or water	
Slabs and walls, No. 6 and smaller bars	1
Slabs and walls, No. 7 and larger bars	1-1/2
Beams, girders and columns	2
Exterior in contact with earth or fresh water	
Slabs and walls, No. 6 and smaller bars	1-1/2
Slabs and walls, No. 7 and larger bars	2
Beams, girders and columns	2-1/2
Footings	
Top and sides	2
Bottom	3
Increase measurement under these conditions:	
Cover of top bars for slabs without wearing surface designed to carry vehicular traffic	1/2
When using No. 14 or No. 18 bars	1/2

3.04 ASSEMBLY

A. Reinforcing Bars in Forms: Use spacers, chairs, wire ties and other accessory items necessary to properly assemble, space and support reinforcing. Provide accessories of sufficient number, size and strength to adequately prevent deflection or displacement of reinforcement due to construction loads or concrete placement. Accessories recommended by CRSI will be used if not otherwise specified or shown. Accessories shall be of a size to provide concrete cover as previously specified. Use appropriate accessories to position and support bolts, anchors and other embedded items. Tie reinforcing bars at each intersection and to accessories. Blocking reinforcement upon concrete or masonry is prohibited.

B. Reinforcement for Concrete on Ground: Support reinforcement on precast concrete blocks spaced about 3 feet on centers each way. Use a minimum of one block for each 9 square feet. Tie blocks to at least one reinforcing bar using tie wires embedded in the block.

C. Welded Wire Fabric: For welded wire fabric designated as load carrying reinforcement, make lapped splices so that the Overlap measured between the outermost cross wires of each fabric sheet is not less than the spacing of cross wires plus 2 inches. Support as required for reinforcing bars.

1. For welded wire fabric not specifically designated as load carrying reinforcement, make lapped splices so that the overlap measured between the outermost cross wires of each fabric sheet is not less than 2 inches. Extend the fabric across supporting beams and walls to within 4 inches of concrete edges. Also, extend the fabric through contraction joints and construction joints, other than keyed joints in slabs on the ground.

D. Construction Joints: Provide continuous reinforcing through joints. As a general rule, place unscheduled joints at midspan. Obtain specific approval for jointing and bar splicing that is not indicated on the drawings. Splices shown on reviewed shop drawings are acceptable.

E. Interferences: If reinforcing interferes with the location of other reinforcing steel, conduits or embedded items request instructions from the Engineer. The Engineer need not be notified if the bars are moved to avoid such interferences unless the bars are moved more than one bar diameter or enough to exceed specified tolerances. Do not cut reinforcement to install inserts, conduits, mechanical openings or other items without approval.

F. Field Bending: Shape reinforcing bent during construction operations to conform to the drawings. Closely inspect the reinforcing for breaks. If reinforcing is damaged, replace, cadweld or otherwise repair as directed. Do not bed reinforcement after it is embedded in concrete.

G. Welding: Unless directed by the Engineer, do not weld reinforcing bars.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Joints for concrete paving; concrete sidewalks; and curbs, and curb and gutter.

B. Saw-cutting existing concrete or asphalt pavements for new joints.

1.02 REFERENCES

A. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

B. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).

C. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

D. ASTM D3405 - Standard Specification for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements.

1.03 SUBMITTALS

A. Submit product data and samples in accordance with requirements of Section 01330-Submittals.

B. Submit product data for joint sealing compound and proposed sealing equipment for approval.

C. Submit samples of dowel cup, metal supports, and deformed metal strip for approval.

PART 2 PRODUCTS

2.01 MATERIALS

A. Preformed Expansion Joint Material: Bituminous fiber and bituminous mastic composition material conforming to ASTM D994 and ASTM D1751.

B. Joint Sealing Compound: Hot-poured rubber-asphalt compound conforming to ASTM D3405.

C. Load Transmission Devices:

1. Smooth, steel dowel bars conforming to ASTM A615, Grade 60. When indicated on Drawings, encase one end of dowel bar in approved cap having inside diameter 1/16 inch greater than diameter of dowel bar.

2. Deformed steel tie bars conforming to ASTM A615, Grade 60.

3. Metal Supports for Reinforcing Steel and Joint Assembly: Employ metal supports of approved shape and size that will secure reinforcing steel and joint assembly in correct position during placing and finishing of concrete. Space supports as directed by Engineer.

PART 3 EXECUTION

3.01 PLACEMENT

A. When new work is adjacent to existing concrete, place joints at same location as existing joints in adjacent pavement.

B. If the limit of removal of existing concrete or asphaltic pavement does not fall on existing joint, saw cut existing pavement minimum of 1-1/2 inches deep to provide straight, smooth joint surface without chipping, spalling or cracks.

3.02 CONSTRUCTION JOINTS

A. Place transverse construction joint wherever concrete placement must be stopped for more than 30 minutes. Place longitudinal construction joints at interior edges of pavement lanes using No. 6 deformed tie bars, 30 inches long and spaced 18 inches on centers.

3.03 EXPANSION JOINTS

A. Place 3/4-inch expansion joints at radius points of curb returns for cross street intersections, or as located in adjacent pavement but no further than 60 feet apart. Use no boards shorter than 6 feet. When pavement is 24 feet or narrower, use not more than 2 lengths of board. Secure pieces to form straight joint. Shape board filler accurately to cross section of concrete slab. Use load transmission devices of type and size shown on Drawings. Seal with joint sealing compound.

3.04 CONTRACTION JOINTS

A. Place contraction joints at same locations as in adjacent pavement or at spaces indicated on Drawings. Place smoothed, painted and oiled dowels accurately and normal to joint. Seal groove with joint sealing compound.

3.05 LONGITUDINAL WEAKENED PLANE JOINTS

A. Place longitudinal weakened plane joints at spaces indicated on Drawings. Seal groove with joint sealing compound.

3.06 SAWED JOINTS

A. Contractor may use sawed joints as an alternate to contraction and weakened plane joints. Circular cutter shall be capable of cutting straight line groove minimum of 1/2 inch wide. Depth shall be one quarter of pavement thickness plus 1/2 inch. Commence sawing as soon as concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing and prior to initiation of cracks. Once sawing has commenced, it shall be continued until completed. Make saw cut with one pass. Complete sawing within 24 hours of concrete placement. Saw joints at required spacing consecutively in sequence of concreteplacement.

B. Concrete Saw: Provide sawing equipment adequate in power to complete sawing to required dimensions and within required time. Provide at least one standby saw in good working order. Maintain an ample supply of saw blades at work site at all times during sawing operations. Sawing equipment shall be on job at all times during concrete placement.

3.07 JOINTS FOR CURB, CURB AND GUTTER

A. Place 3/4-inch preformed expansion joints through curb and gutters at locations of expansion and contraction joints in pavement; at end of radius returns at street intersections and driveways; and at curb inlets. Maximum spacing shall be 120-foot centers.

3.08 JOINTS FOR CONCRETE SIDEWALKS

A. Provide 3/4-inch expansion joints conforming to ASTM A1751 along and across sidewalk at back of curbs, at intersections with driveways, steps, and walls; and across walk at intervals not to exceed 36 feet. Provide expansion joint material conforming to ASTM D994 for small radius curves and around fire hydrants and utility poles. Extend the expansion joint material full depth of the slab.

3.09 JOINTS FOR CONCRETE DRIVEWAYS

A. Provide 3/4-inch expansion joints conforming to ASTM D1751 across driveway in line with street face of sidewalks, at existing concrete driveways, and along intersections with sidewalks and other structures. Extend expansion joint material full depth of slab.

3.10 JOINT SEALING

A. Seal joints only when surface and joints are dry, ambient temperature is above 50 degrees F and less than 85 degrees F, and weather is not foggy or rainy.

B. Joint sealing equipment shall be in first-class working condition, and be approved by Engineer. Use concrete grooving machine or power-operated wire brush and other equipment such as plow, brooms, brushes, blowers or hydro or abrasive cleaning as required to produce satisfactory joints.

C. Clean joints of loose scale, dirt, dust and curing compound. Term joint includes wide joint spaces, expansion joints, dummy groove joints or cracks, either preformed or natural. Remove loose material from concrete surfaces adjacent to joints.

D. Fill joints neatly with joint sealer to depth shown. Pour sufficient joint sealer into joints so that, upon completion, surface of sealer within joint will be 1/4 inch below level of adjacent surface or at elevation as directed.

3.11 PROTECTION

A. Maintain joints in good condition until completion of Work.

B. Replace damaged joints material with new material as required by this Section.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Structural concrete reinforcement and grouting of reinforcement dowel bars into hardened concrete.

1.02 UNIT PRICES

A. No separate payment will be made for reinforcing steel. Bid work as shown in Section 00410-Bid.

1.03 REFERENCES

A. ACI 315 - Details and Detailing of Concrete Reinforcement.

B. ACI 318 - Building Code Requirements for Reinforced Concrete.

C. ASTM A36 - Standard Specification for Structural Steel.

D. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

E. ASTM A185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

F. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.

G. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

H. ASTM A675 - Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties.

I. ASTM A775/A775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

J. ASTM C881 - Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

K. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

L. WRI - Manual of Standard Practice for Welded Wire Fabric.

M. CRSI MSP-1 - Manual of Standard Practice.

1.04 SUBMITTALS

A. Conform to Section 01330 - Submittals.

B. Shop Drawings:

1. Submit shop drawings detailing reinforcement fabrication, bar placement location, splices, spacing, bar designation, bar type, length, size, bending, number of bars, bar support type and other pertinent information, including dimensions. Provide sufficient detail for placement of reinforcement without use of Contract Drawings. Information shall correspond directly to data listed on bill of materials.

2. Use of reproductions of Contract Drawings by Contractor, Subcontractor, erector, fabricator or material supplier in preparation of shop drawings (or in lieu of preparation of shop drawings) signifies acceptance by that party of information shown thereon as correct, and acceptance of obligation to pay for any job expense, real or implied, arising due to errors that may occur thereon. Remove references to Design Engineer, including seals, when reproductions of Contract Drawings are used as shop drawings.

3. Detail shop drawings in accordance with ACI 315, Figure 6.

4. Submit shop drawings showing location of proposed additional construction joints and obtain approval of Engineer, prior to submitting reinforcing steel shop drawings.

C. Bill of Materials: Submit with shop drawings.

D. Product Data:

1. Mechanical Bar Splices: Submit manufacturer's technical literature, including specifications and installation instructions.

2. Epoxy grout proposed for anchoring reinforcing dowels to hardened concrete: Submit manufacturer's technical literature including recommended installation procedures.

E. Certificates:

1. Submit steel manufacturer's certificates of mill tests giving properties of steel proposed for use. List manufacturer's test number, heat number, chemical analysis, yield point, tensile strength and percentage of elongation. Identify proposed location of steel in work.

2. Foreign-manufactured reinforcing bars shall be tested for conformance to ASTM requirements by a certified independent testing laboratory located in United States. Certification from any other source is not acceptable. Submit test reports for review. Do not begin fabrication of reinforcement until material has been approved.

1.05 HANDLING AND STORAGE

A. Store steel reinforcement above ground on platforms, skids or other supports. Protect reinforcing from mechanical injury, surface deterioration and formation of excessive, loose or flaky rust caused by exposure to weather. Protect epoxy-coated reinforcing from formation of any amount of rust.

1.06 QUALITY ASSURANCE

A. Notify Engineer at least 48 hours before concrete placement so that reinforcement may be inspected, and errors corrected, without delaying Work.

PART 2 PRODUCTS

2.01 MATERIAL

A. Reinforcing Bars: Deformed bars conforming to ASTM A615, grade as indicated on Drawings, except column spirals and those shown on Drawings to be smooth bars. Where grade is not shown on Drawings, use Grade 60.

B. Smooth Bars: Where indicated on Drawings, use smooth bars conforming to ASTM A36; ASTM A615, Grade 60; or ASTM A675, Grade 70.

C. Column Spirals: Bars conforming to ASTM A615, Grade 60, or wire conforming to ASTM A82.

D. Epoxy-Coated Deformed Bars, Column Spirals and Smooth Bars: Conform to ASTM A775/A775M.

E. Welded Wire Fabric:

1. Welded Smooth Wire Fabric: Conform to ASTM A185.

2. Welded Deformed Wire Fabric: Conform to ASTM A497.

3. Provide wire size, type and spacing as shown. Where type is not shown on Drawings, use welded smooth wire fabric.

4. Furnish welded wire fabric in flat sheets only.

F. Tie Wire: 16-1/2 gage or heavier annealed steel wire. Use plastic-coated tie wire with epoxy-coated reinforcing steel.

G. Bar Supports: Provide chairs, riser bars, ties and other accessories made of plastic or metal, except as otherwise specified. Use bar supports and accessories of sizes required to provide required concrete cover. Where concrete surfaces are exposed to weather, water or wastewater, provide plastic accessories only; do not use galvanized or plastic-tipped metal in such locations. Provide metal bar supports and accessories rated Class 1 or 2 conforming to CRSI MSP-1 Manual of Standard Practice. Use epoxy-coated bar supports with epoxy- coated reinforcing bars.

H. Slabs on Grade: Provide chairs with sheet metal bases or provide precast concrete bar supports 3 inches wide, 6 inches long, and thick enough to allow required cover. Embed tie wires in 3-inch by 6-inch side.

I. Mechanical Bar Splices:

1. Conform to ACI 318; use where indicated on Drawings.

   a. Compression splices shall develop ultimate stress of reinforcing bar.

   b. Tension splices shall develop 125 percent of minimum yield point stress of reinforcing bar.

2. Regardless of chemical composition of steel, any heat effect shall not adversely affect performance of reinforcing bar.

J. Welded Splices:

1. Provide welded splices where shown and where approved by the Engineer. Welded splices of reinforcing steel shall develop a tensile strength exceeding 125 percent of the yield strength of the reinforcing bars connected.

2. Provide materials for welded splices conforming to AWS D1.4.

K. Epoxy Grout: High-strength rigid epoxy adhesive, conforming to ASTM C881, Type IV, manufactured for purpose of anchoring dowels into hardened concrete and the moisture condition, application temperature and orientation of the hole to be filled. Unless otherwise shown, depth of embedment shall be as required to develop the full tensile strength (125 percent of yield strength) of dowel, but not less than 12 diameters.

2.02 FABRICATION

A. Bending: Fabricate bars to shapes indicated on Drawings by cold bending. Bends shall conform to minimum bend diameters specified in ACI 318. Do not straighten or rebend bars. Fabricate epoxy-coated reinforcing steel to required shapes in a manner that will not damage epoxy coating. Repair any damaged epoxy coating with patching material conforming to Item 4.4 of ASTM A775/A775M.

B. Splices:

1. Locate splices as indicated on Drawings. Do not locate splices at other locations without approval of Engineer. Use minimum number of splices located at points of minimum stress. Stagger splices in adjacent bars.

2. Length of lap splices: As shown on Drawings.

3. Prepare ends of bars at mechanical splices in accordance with splice manufacturer's requirements.

C. Construction Joints: Unless otherwise shown, continue reinforcing through construction joints.

D. Bar Fabrication Tolerances: Conform to tolerances listed in ACI 315, Figures 4 and 5.

E. Standard Hooks: Conform to the requirements of ACI 318.

F. Marking: Clearly mark bars with waterproof tags showing number of bars, size, mark, length and yield strength. Mark steel with same designation as member in which it occurs.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean reinforcement of scale, loose or flaky rust and other foreign material, including oil, mud or coating that will reduce bond to concrete.

3.02 INSTALLATION

A. Placement Tolerances: Place reinforcement within tolerances of Table 03210A at the end of this Section. Bend tie wire away from forms to maintain the specified concrete coverage.

B. Interferences: Maintain 2-inch clearance from embedded items. Where reinforcing interferes with location of other reinforcing steel, conduit or embedded items, bars may be moved within specified tolerances or one bar diameter, whichever is greater. Where greater movement of bars is required to avoid interference, notify Engineer. Do not cut reinforcement to install inserts, conduit, mechanical openings or other items without approval of Engineer.

C. Concrete Cover: Provide clear cover measured from reinforcement to face of concrete as listed in Table 03210B at the end of this Section, unless otherwise indicated on Drawings.

D. Placement in Forms: Use spacers, chairs, wire ties and other accessory items necessary to assemble, space and support reinforcing properly. Provide accessories of sufficient number, size and strength to prevent deflection or displacement of reinforcement due to construction loads or concrete placement. Use appropriate accessories to position and support bolts, anchors and other embedded items. Tie reinforcing bars at each intersection, and to accessories. Blocking reinforcement with concrete or masonry is prohibited.

E. Placement for Concrete on Ground: Support bar and wire reinforcement on chairs with sheet metal bases or precast concrete blocks spaced at approximately 3 feet on centers each way. Use minimum of one support for each 9 square feet. Tie supports to reinforcing bars and wires.

F. Vertical Reinforcement in Columns: Offset vertical bars by at least one bar diameter at splices. Provide accurate templates for column dowels to ensure proper placement.

G. Splices:

1. Do not splice bars, except at locations indicated on Drawings or reviewed shop drawings, without approval of Engineer.

2. Lap Splices: Unless otherwise shown or noted, Class B, conforming to ACI 318-89, Section 12.15.1. Tie securely with wire prior to concrete placement, to prevent displacement of splices during concrete placement.

3. Mechanical Bar Splices: Use only where indicated on Drawings or approved by the Engineer. Install in accordance with manufacturer's instructions.

    a. Couplers located at a joint face shall be of a type which can be set either flush or recessed from the face as shown. Seal couplers prior to concrete placement to completely eliminate concrete or cement paste from entering.

    b. Couplers intended for future connections: Recess 1/2 inch minimum from concrete surface. After concrete is placed, plug coupler and fill recess with sealant to prevent contact with water or other corrosive materials.

    c. Unless noted otherwise, match mechanical coupler spacing and capacity to that shown for the adjacent reinforcing.

H. Construction Joints: Place reinforcing continuous through construction joints, unless noted otherwise.

I. Welded Wire Fabric: Install wire fabric in as long lengths as practicable. Unless otherwise indicated on Drawings, lap adjoining pieces at least 6 inches or one full mesh plus 2 inches, whichever is larger. Lace splices with wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps. Conform to WRI - Manual of Standard Practice for Welded Wire Fabric.

J. Field Bending: Shape reinforcing bent during construction operations to conform to Drawings. Bars shall be cold-bent; do not heat bars. Closely inspect reinforcing for breaks. When reinforcing is damaged, replace, Cadweld, or otherwise repair, as directed by Engineer. Do not bend reinforcement after it is embedded in concrete.

K. Epoxy-coated Reinforcing Steel: Install in accordance with Paragraph 3.02J, Field Bending, and in a manner that will not damage epoxy coating. Repair damaged epoxy coating with patching material as specified in Paragraph 2.02A, Bending.

L. Field Cutting: Cut reinforcing bars by shearing or sawing. Do not cut bars with cutting torch.

M. Welding of reinforcing bars is prohibited, except where shown on Drawings.

3.03 GROUTING OF REINFORCING AND DOWEL BARS

A. Use epoxy grout for anchoring reinforcing and dowel steel to existing concrete in accordance with epoxy manufacturer's instructions. Drill hole not more than 1/4 inch larger than steel bar diameter (including height of deformations for deformed bars) in existing concrete. Just before installation of steel, blow hole clean of all debris using compressed air. Partially fill hole with epoxy, using enough epoxy so when steel bar is inserted, epoxy grout will completely fill hole around bar. Dip end of steel bar in epoxy and twist bar while inserting into partially-filled hole.

TABLE 03210A
REINFORCEMENT PLACEMENT TOLERANCES

PLACEMENT	TOLERANCE IN INCHES
Clear Distance -	
To formed soffit:	-1/4
To other formed surfaces:	∀1/4
Minimum spacing between bars:	-1/4
Clear distance from unformed surface to top reinforcement -	
Members 8 inches deep or less:	∀1/4
Members more than 8 inches deep but less than 24 inches deep:	
Members 24 inches deep or greater:	-1/4, +1/2
Uniform spacing of bars (but the required number of bars shall not be reduced):	-1/4, +1
Uniform spacing of stirrups and ties (but the required number of stirrups and ties shall not be reduced):	∀2
	∀1
Longitudinal locations of bends and ends of reinforcement -	
General:	∀2
Discontinuous ends of members:	∀1/2
Length of bar laps:	-1-1/2
Embedded length -	
For bar sizes No. 3 through 11:	-1
For bar sizes No. 14 and 18:	-2

TABLE 03210B
MINIMUM CONCRETE COVER FOR REINFORCEMENT

SURFACE	MINIMUM COVER IN INCHES
Slabs and Joists -	
Top and bottom bars for dry conditions -	
No. 14 and No. 18 bars:	1-1/2
No. 11 bars and smaller:	1
Formed concrete surfaces exposed to earth, water or weather; over, or in contact with, sewage; and for bottoms bearing on work mat, or slabs supporting earth cover -	
No. 5 bars and smaller:	1-1/2
No. 6 through No. 18 bars:	2
Beams and Columns -	
For dry conditions -	
Stirrups, spirals and ties:	1-1/2
Principal reinforcement:	2
Exposed to earth, water, sewage or weather -	
Stirrups and ties:	2
Principal reinforcement:	2-1/2
Walls -	
For dry conditions -	
No. 11 bars and smaller:	1
No. 14 and No. 18 bars:	1-1/2
Formed concrete surfaces exposed to earth, water, sewage or weather, or in contact with ground -	
Circular tanks with ring tension:	2
All others:	2
Footings and Base Slabs -	
At formed surfaces and bottoms bearing on concrete work mat:	
At unformed surfaces and bottoms in contact with earth:	2
Over top of piles:	3
Top of footings -- same as slabs	2

END OF SECTION

Part 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Concrete materials, strengths and proportioning for concrete work.
   2. Grouting:
      a. Base plates for columns and equipment.
      b. Dowels and anchors into concrete.
      c. Patching cavities in concrete.
      d. As specified and indicated in the Contract Documents.

B. Related Section include but are not necessarily limited to:
   1. Division 0 – Bidding Requirements, Contract Forms, and Conditions of Contract.
   2. Division 1 – General Requirements.
   3. Section 03108 – Formwork.
   4. Section 03208 – Reinforcement.
   5. Section 03311 – Concrete Mixing, Placing, Jointing and Curing
   6. Section 03348 – Concrete finishing and Repair of Surface Defects.
   7. Section 03350 – Testing.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. American Concrete Institute (ACI):
      a. 116R, Cement and Concrete Terminology.
      b. 207, Mass Concrete.
      c. 211.1, Standard Practice for Selecting Proportions for Normal and Heavyweight Concrete.
      d. 211.2, Standard Practice for Selecting Proportions for Normal and Lightweight Concrete.
      e. 212.3R, Chemical Admixtures for Concrete.
      f. 224, Control of Cracking in Concrete Structures.
      g. 226.1, Ground Blast-Furnace Slag as a Cementitious Constituent in Concrete.
      h. 226.3R, Use of Fly Ash in Concrete.
      i. 318-05, Building Code Requirements for Structural Concrete.
      j. 350-06, Environmental Engineering Concrete Structures.
   2. American Society for Testing and Materials (ASTM):
      a. C33, Standard Specification Concrete Aggregates.
      b. C39, Standard Method of Test for Compressive Strength of Cylindrical Concrete Specimens.
      c. C94, Standard Specification for Ready Mixed Concrete.
      d. C138, Standard Method of Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.
      e. C143, Standard Method of Test for Slump of Portland Cement Concrete.
      f. C150, Standard Specification for Portland Cement.
      g. C173, Standard Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method.
      h. C192, Standard Method of Making and Curing Concrete Test Specimens in the Laboratory.
      i. C231, Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method.
      j. C260, Standard Specification for Air-Entraining Admixtures for Concrete.
      k. C494, Standard Specification for Chemical Admixtures for Concrete.
      l. C618, Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
      m. C989, Standard Specification for Ground Iron Blast Furnace Slag for Use in Concrete and Mortars.
      n. C1116, Standard Specification for Fiber - Reinforced Concrete and Shotcrete.
   3. Corps of Engineers Specification:
      a. CRD-C621, Specification for Non-Shrink Grout.

4. Building Code: International Building Code, 2006 Edition, with all local amendments.

1.3 DEFINITIONS

A. Words and terms used in these Specifications are defined in Cement and Concrete Terminology ACI 116R.

B. Mass Concrete: Any placement of structural concrete where the minimum finished dimension placed exceeds 3 FT and the ratio of the finished volume of concrete to the finished surface area is greater than 12 IN.

1.4 SUBMITTALS

A. Shop Drawings:
   1. See Section 01330.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's instructions.
      c. Concrete mix designs as required by Section 03350.
         1) Manufacturer and type of proposed admixtures.
         2) Manufacturer and type of proposed non-shrink grout and grout cure/seal compound.
   3. Certifications:
      a. Certification of standard deviation value in psi for ready mix plant supplying the concrete.
      b. Certification that the pozzolan meets the quality requirements stated in this Section, and supplier's certified test reports for each shipment of pozzolan delivered to concrete supplier.
      c. Certification that the class of coarse aggregate meets the requirements of ASTM C33 for type and location of concrete construction.
      d. Certification of aggregate gradation.
   4. Test reports:
      a. Cement mill reports for all cement to be supplied.
   5. Mass concrete temperature and cracking control:
      a. See Section 03311 for additional items relating to mass concrete temperature control.

1.5 DELIVERY, STORAGE AND HANDLING

A. Storage of Materials:
   1. Store cement and pozzolan in weathertight buildings, bins, or silos which will exclude moisture and contaminants.
   2. Arrange aggregate stockpiles and use in a manner to avoid excessive segregation and to prevent contamination with other materials or with other sizes of like aggregates.
      a. Wash coarse aggregates as required herein.
   3. Allow sand to drain until it has reached a relatively uniform moisture content before use.
   4. Do not use frozen or partially frozen aggregates.
   5. Do not use bottom 6 IN layer of stockpiled material in contact with ground.
   6. Store admixtures in such a manner as to avoid contamination, evaporation, or damage.
      a. For those used in form of suspensions or nonstable solutions, provide agitating equipment to assure thorough distribution of ingredients.
      b. Protect liquid admixtures from freezing and temperature changes which would adversely affect their characteristics and performance.

Part 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
   1. Non-shrink grout:
      a. Master Builders Technology "Masterflow 713."
      b. Gifford Hill "Supreme Grout."
      c. U.S. Grout "Five Star Grout."

d. Sika "Sika Grout 212."
e. L & M, “Crystex.”
f. Or approved equal.

2. Epoxy grout:
a. Ceilcote.
b. Exxon Chemical Co.
c. Sika.
d. U.S. Grout.
e. Or approved equal.

B. Submit requests for substitution in accordance with Specification Section 01640.

2.2 MATERIALS

A. Cement:
1. ASTM C150, Type II or I/II for all concrete.

B. Fly Ash:
1. ASTM C618, Class F or C.
2. Non-staining.
3. Suited to provide hardened concrete of uniform light grey color.
4. Maximum loss on ignition: 4 percent.
5. Compatible with other concrete ingredients and having no deleterious effects on the hardened concrete.
6. Produced by source approved by the Texas DOT for use in bridge concrete.
7. Cement and fly ash type used shall correspond to that upon which selection of concrete proportions was based in the mix design.

C. Ground Granulated Blast Furnace Slag (GGBFS)
1. ASTMS C989, Grade 120.
2. Non-staining.
3. Compatible with other concrete components.
4. Obtain proposed GGBFS from a source approved by the Texas Department of Transportation for use in reinforced concrete.

D. Water:
1. Potable, containing less than 50 ppm of chlorides.
2. Clean and free from deleterious substances.
3. Free of oils, acids and organic matter.

E. Aggregates for Normal Weight Concrete:
1. ASTM C33.
2. Fine and coarse aggregates to be regarded as separate ingredients.
3. Coarse aggregate:
a. For lean concrete, concrete fill, and concrete topping less than 3-IN in thickness: ASTM C33, size number 7 (maximum 1/2 IN).
b. For slabs on grade greater than 18 IN thick mass concrete, and foundation mats greater than 18 IN thick: ASTM C33, size number 467 (maximum 1 1/2 IN), or size number 57.
c. For all other concrete: ASTM C33, size number 57 (maximum 1 IN) or size number 67 (maximum ¾ IN).
d. Use only washed aggregates.
4. Fine aggregates to be natural, not manufactured.
5. Pozzolan or other additives shall not be used to compensate for alkali reactivity of aggregates.

F. Maximum total chloride ion content for concrete mix including all ingredients measured as a weight percent of cement:
1. 0.10 for all cast-in-place concrete.
2. 0.06 for precast concrete.
3. Do not use calcium chloride.

G. Sand Cement Grout (referred to as "Grout" on the Drawings):
   1. Approximately 3 parts sand, 1 part portland cement, 6 plus/ minus 1 percent entrained air and water to produce a slump which allows grout to completely fill required areas and surround adjacent reinforcing.
      a. Provide sand in accordance with requirements for fine aggregate for concrete.
   2. Minimum 28-day compressive strength: 3000 psi minimum, but shall be at least strength of parent concrete when used at construction joints for bonding.

H. Nonshrink Grout:
   1. Nonmetallic, noncorrosive, and nonstaining.
   2. Premixed with only water to be added in accordance with manufacturer's instructions at jobsite.
   3. Grout to produce a positive but controlled expansion. Mass expansion shall not be created by gas liberation or by other means.
   4. Minimum 28-day compressive strength: 6500 psi.
   5. In accordance with CRD-C621.

I. Epoxy Grout:
   1. Adhesive:
      a. Ceilcote "HT648" grout.
      b. Exxon Chemical Company "Escoweld 2505."
      c. Sika "Sikadur Hi-Mod."
      d. U S Grout "Five Star Epoxy Grout."
      e. Or equal.
   2. Aggregate:
      a. Ceilcote "HT648."
      b. Exxon Chemical Company "Escoweld 2510."
      c. Sika aggregate.
      d. U S Grout aggregate.
      e. Or equal.
   3. Aggregate manufacturer shall be the same as the adhesive manufacturer.
   4. The aggregate shall be compatible with the adhesive.
   5. Each component to be furnished in separate package for job site mixing.

J. See Section 03311 for Grout Schedule of use.

2.3 MIXES

A. General:
   1. Provide concrete capable of being placed without aggregate segregation and, when cured, of developing all properties specified.
   2. All concrete to be normal weight concrete, weighing approximately 145 to 150 LBS per cubic foot at 28 days after placement.
   3. All ready-mix concrete shall comply with ASTM C94.
   4. Blend in all components and additives at batch plant, unless noted otherwise.
   5. Provide fly ash content for ready mixed concrete.

B. Minimum 28-Day Compressive Strengths:
   1. Normal weight fill concrete .....……...2,500 psi.
   2. Normal weight lean concrete.....……...2,500 psi.
   3. Pavement, curbs, sidewalks, pipe encasement…….....3,000 psi.
   4. Normal weight all other cast-in-place concrete, unless noted……4,000 psi.
   5. Mass concrete ..…….....4,000 psi.
   6. Chemical Building foundations, and where specifically indicated…4,500 psi.
   7. Precast Concrete…….5,000 psi

C. Air Entrainment:
   1. Provide air entrainment in all exterior or fluid-retaining concrete resulting in a total air content percent by volume as follows:

a. 1 ½ IN maximum aggregate size: 3 +/- 1 percent total air content.
b. 1-inch and 3/4 IN maximum aggregate size: 3 +/- 1 percent total air content.
c. 1/2 IN maximum aggregate size: 3 +/- 1 percent total air content.
d. 3% maximum air for concrete slabs to be trowel-finished.
e. Higher air contents may be considered for mass concrete mix design optimization.
f. Higher air contents may be proposed by Contractor for workability, subject to approval by Engineer and satisfaction of compressive strength requirements.

D. Slump:

1. Five IN maximum, 1 IN minimum measured at point of discharge for beams, columns and walls, for mixes without superplasticizer.
2. 8 IN maximum after addition of superplasticizer (reference "Proportioning" paragraph).
3. 4 IN maximum, 1 IN minimum measured at point of discharge into all other concrete construction members.
4. Concrete of lower than minimum slump may be used provided it can be properly placed and consolidated.
5. Provide additional water at ready mix plant for concrete that is to be pumped to allow for slump loss due to pumping. Provide only enough additional water so that slump of concrete at discharge end of pump hose does not exceed maximum slump specified.
6. Slump requirements for mass concrete shall be required in the optimized mix design submitted by Contractor's mass concrete consultant and approved by ENGINEER.

E. Proportioning:
1. General:
   a. Proportion ingredients to produce a mixture which will work readily into corners and angles of forms and around reinforcement by methods of placement and consolidation employed without permitting materials to segregate or excessive free water to collect on surface.
   b. Proportion ingredients to produce proper place ability, durability, strength and other required properties.
2. Normal weight concrete minimum cement content and maximum water to cement ratios:

Specified Strength (psi) at 28 days	Minimum Cement Content (Sacks/CY)	Minimum Cement (Lbs/CY)	Maximum Water Cement Ratio By Weight
5,000	7	658	0.40
4,000-4,500 w/1-1/2″ Aggr.*	5.7	536	0.42
4,000 – 4,500 w/1″ and ¾" Aggr.	6	564	0.42
3,000 - 2,500	5.5	517	0.48

** The above cement contents may be reduced, together with the maximum W/C ratio, for mass concrete placements. The required compressive strength shall not be reduced. 90-day concrete cylinder tests may be utilized to verify compressive strength for mass concrete mix designs and placements, in lieu of 28-day concrete cylinder tests.*

3. Fly Ash:
   a. For cast-in-place concrete only, 15 to 20 percent by weight of Portland cement content per cubic yard may be replaced with fly ash at a rate of 1 LB fly ash for 1 LB cement.
4. GGBFS:
   a. Quantity of GGBFS substitution for cement shall be in accordance with approved mix design for mass concrete.
5. Water reducing, retarding, and accelerating admixtures:
   a. Use in accordance with manufacturer's instructions.

b. Add to mix at batching plant.

6. High range water reducers (superplasticizers):
   a. Use in accordance with manufacturer's instructions.
   b. Maximum concrete slump before addition of admixture to be 3 IN. Maximum slump after addition to be 8 IN.
   c. Reference Section 03311 “Placing of Concrete” for additional requirements.
7. Concrete mix proportioning methods for normal weight concrete:
   a. Method 1:
      1) Used when combination of materials proposed is to be evaluated and proportions selected to be on a basis of trial mixes.
      2) Produce mixes having suitable proportions and consistencies based on ACI 211.1, using at least three different water cement ratios or cement contents which will produce a range of compressive strengths encompassing the required average strength.
      3) Design trial mixes to produce a slump within 0.75 IN of maximum specified, and for air entrained concrete, air content within 0.5 percent specified.
      4) For each water cement ratio or cement content, make at least three compression test cylinders for specified test age, and cure in accordance with ASTM C192. Test for strength at 28 days in accordance with ASTM C39.
      5) From results of these tests, plot a curve showing relationship between water cement ratio or cement content and compressive strength.
      6) From this curve select water cement ratio or cement content to be used to produce required average strength.
      7) Use cement content and mixture proportions such that maximum water cement ratio is not exceeded when slump is maximum specified.
      8) Base field control on maintenance of proper cement content, slump, air content and water cement ratio.
      9) See paragraph hereafter for definition of required average strength.
   b. Method 2:
      1) In lieu of trial mixes, field test records for concrete made with similar ingredients may be used.
      2) Use of proposed concrete mix proportions based on field test records subject to approval by Engineer based on information contained in field test records and demonstrated ability to provide the required average strength.
      3) Field test records to represent materials, proportions and conditions similar to those specified. Changes in the materials, proportions and conditions within the test records shall have not been more restricted than those for the proposed concrete mix.
      4) Field test records to consist of less than 30 but not less than 10 consecutive tests, provided the tests encompass a period of not less than 45 consecutive days.
      5) Required concrete proportions may be established by interpolation between the strengths and proportions of two or more test records, each of which meets the requirements of this Section.
8. Required average strength: Required average strength to exceed the specified 28-day compressive strength by the amount determined or calculated in accordance with paragraph 5.3 of ACI 318 using the standard deviation of the proposed concrete production facility as described in paragraph 5.3.1 of ACI 318.
   a. Mass concrete compressive strengths may be based on 90-day results.

2.4 SOURCE QUALITY CONTROL

A. To assure stockpiles are not contaminated or materials are segregated, perform any test for determining conformance to requirements for cleanliness and grading on samples secured from aggregates at point of batching.

B. Do not use frozen or partially frozen aggregates.

Part 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

A. Perform tests per Section 03350 requirements.

B. Perform strength test on any concrete to which water has been added at the jobsite.

C. Reference Section 03311 for grout use schedule.

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

A. Repairing surface defects.

B. Finishing concrete surfaces including both formed and unformed surfaces.

C. Sealing concrete surfaces.

D. Installation of concrete fill and installation of concrete topping in bottoms of clarifiers and thickeners.

1.02 UNIT PRICES

A. No separate payment will be made for concrete finishing under this Section. Include payment in unit price for structural concrete.

1.03 REFERENCES

A. ASTM C 144 - Standard Specification for Aggregate for Masonry Mortar.

B. ASTM C 881 - Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

C. ASTM C 1059 - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.

D. ASTM D 4587 - Conducting Tests on Paint and Related Coatings and Materials Using a Fluorescent UV-Condensation Light-and Water-Exposure Apparatus.

E. ASTM E 1155 - Standard Test Method for Determining Floor Flatness and Levelness Using the F Number System.

1.04 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures

B. Submit manufacturer's technical literature on the following products proposed for use. Include manufacturer's installation and application instructions and, where specified, manufacturer's certification of conformance to requirements and suitability for use in the applications indicated.

1. Floor hardener.

2. Sealer.

3. Epoxy floor topping.

4. Epoxy penetrating sealer.

5. Latex bonding agent.

6. Epoxy adhesive.

7. Abrasive aggregate.

8. Evaporation retardant.

PART 2 PRODUCTS

2.01 MATERIALS

A. Sealer/Dustproofer (VOC Compliant): Water-based acrylic sealer; non-yellowing under ultraviolet light after 200-hour test in accordance with ASTM D 4587. Conform to local, state and federal solvent emission requirements.

B. Epoxy Floor Topping: Two-component epoxy resin meeting ASTM C 881 Type III, resistant to wear, staining and chemical attack, blended with granite, sand, trap rock or quartz aggregate, trowel-applied over concrete floor. Topping thickness, 1/8 inch; color, gray.

C. Abrasive Aggregate for Nonslip Finish: Fused aluminum oxide grit, or crushed emery aggregate containing not less than 40 percent aluminum oxide and not less than 25 percent ferric oxide. Material shall be factory graded, packaged, rustproof and nonglazing, and unaffected by freezing, moisture and cleaning materials.

D. Epoxy Penetrating Sealer: Low-viscosity, two-component epoxy system designed to give maximum penetration into concrete surfaces. Sealer shall completely seal concrete surfaces from penetration of water, oil and chemicals; prevent dusting and deterioration of concrete surfaces caused by heavy traffic; and be capable of adhering to floor surfaces subject to hydrostatic pressure from below. Color, transparent amber or gray; surface, nonslip.

E. Latex Bonding Agent: Non-redispersable latex base liquid conforming to ASTM C 1059. When used in water and wastewater treatment structures, bonding agent shall be suitable for use under continuously submerged conditions. Conformance and suitability certification by manufacturer is required.

F. Bonding Grout: Prepare bonding grout by mixing approximately one part cement to one part fine sand meeting ASTM C 144 but with 100 percent passing No. 30 mesh sieve. Mix with water to consistency of thick cream. At Contractor's option, a commercially-prepared bonding agent used in accordance with manufacturer's recommendations and instructions may be used. When used in water and wastewater treatment structures, bonding agent shall be suitable for use under continuously submerged conditions. Conformance and suitability certification by manufacturer is required. Submit manufacturer's technical information on proposed bonding agent.

G. Patching Mortar:

1. Make patching mortar of same materials and of approximately same proportions as concrete, except omit coarse aggregate. Substitute white Portland cement for part of gray Portland cement on exposed concrete in order to match color of surrounding concrete. Determine color by making trial patch. Use minimum amount of mixing water required for handling and placing. Mix patching mortar in advance and allow to stand. Mix frequently with trowel until it has reached stiffest consistency that will permit placing. Do not add water.

2. Proprietary compounds for adhesion or specially formulated cementitious repair mortars may be used in lieu of or in addition to foregoing patching materials provided that properties of bond and compressive strength meet or exceed the foregoing and color of surrounding concrete can be matched where required. Use such compounds according to manufacturer's recommendations. When used in water and wastewater treatment structures, material shall be suitable for use under continuously submerged conditions. Conformance and suitability certification by manufacturer is required.

H. Epoxy Adhesive: Two-component, 100 percent solids, 100 percent reactive compound developing 100 percent of strength of concrete, suitable for use on dry or damp surfaces. Epoxy used to inject cracks and as a binder in epoxy mortar shall meet ASTM C 881, Type VI. Epoxy used as a bonding agent for fresh concrete shall meet ASTM C 881, Type V.

I. Non-shrink Grout: See Section 03600 – Grouting.

J. Spray-Applied Coating: Acceptable products are Thoro System Products "Thoroseal Plaster Mix" or equal. Color: Gray.

K. Concrete Topping: Class H concrete with 3/8-inch maximum coarse aggregate size, as specified in Section 03310 - Structural Concrete.

L. Concrete Fill: Class H concrete with 3/8-inch maximum coarse aggregate size, (Class C where fill thickness exceeds 3 inches throughout a placement), as specified in Section 03310 - Structural Concrete.

M. Evaporation Retardant: Confilm, manufactured by Master Builders; Eucobar, manufactured by Euclid Chemical Company; or equal.

PART 3 EXECUTION

3.01 AGGREGATE CONCEALMENT

A. Unless indicated otherwise on Drawings or approved by Engineer, all surfaces to be finished shall be free of exposed aggregate.

3.02 REPAIRING SURFACE DEFECTS

A. Defective Areas: Repair immediately after removal of forms. Remove honeycombed and other defective concrete down to sound concrete but in no case to a depth less than one inch. Make edges of cuts perpendicular to concrete surface. Thoroughly work bonding grout into the surface with a brush as that the entire surface is covered. Alternatively, a proprietary bonding agent may be used. Use bonding agent in accordance with manufacturer's instructions. While bonding coat is still tacky, apply premixed patching mortar. Thoroughly consolidate mortar into place and strike off to leave patch slightly higher than surrounding surface. To permit initial shrinkage, leave undisturbed for at least 1 hour before final finishing. Keep patched area damp for 7 days. Alternatively, a proprietary cementitious repair mortar may be used and placed in accordance with manufacturer's instructions. Do not use metal tools in finishing patches in formed walls which will be exposed.

B. Tie Holes: Patch holes immediately after removal of forms. After cleaning and roughening with a wire brush on a rotary drill, thoroughly dampen tie hole and fill solid with patching mortar. Taper tie holes shall have the plug, specified in Section 03100 - Concrete Formwork, driven into the hole to the center of the wall before grouting. Completely fill taper tie holes with patching mortar except that non-shrink grout shall be used for all walls in contact with soil or liquid. On wall faces exposed to view, fill the outer 2 inches of the taper tie hole with patching mortar blended to match adjacent concrete.

C. Cracks: Repair cracks in excess of 0.01 inch by pressure injection of moisture-insensitive epoxy-resin system. Submit proposed material and method of repair for approval prior to making repairs.

D. Structural Repair: When required, make structural repairs after prior approval of Engineer as to method and procedure, using specified epoxy adhesive or approved epoxy mortar.

3.03 FINISHING OF FORMED SURFACES

A. Unfinished Surfaces: Finish is not required on surfaces concealed from view in completed structure by earth, ceilings or similar cover, unless indicated otherwise on Drawings.

B. Rough Form Finish:

1. No form facing material is required on rough form finish surfaces.

2. Patch tie holes and defects. Chip off fins exceeding 1/4 inch in height.

3. Rough form finish may be used on concrete surfaces which will be concealed from view by earth in completed structure, except concealed surfaces required to have smooth form finish, as shown on Drawings.

C. Smooth Form Finish:

1. Form facing shall produce smooth, hard, uniform texture on concrete. Use plywood or fiberboard linings or forms in as large sheets as practicable, and with smooth, even edges and close joints.

2. Patch tie holes and defects. Rub fins and joint marks with wooden blocks to leave smooth, unmarred finished surface.

3. Provide smooth form finish on the wet face of formed surfaces of water-holding structures, and of other formed surfaces not concealed from view by earth in completed structure, except where otherwise indicated on Drawings. Walls that will be exposed after future construction, at locations indicated on Drawings, shall have smooth form finish. Smooth form finish on exterior face of exterior walls shall extend 2 feet below final top of ground elevation. Exterior face of all perimeter grade beams shall have smooth form finish for full depth of grade beam.

D. Rubbed Finish:

1. Use plywood or fiberboard linings or forms in as large sheets as practicable, and with smooth, even edges and close joints.

2. Remove forms as soon as practicable, repair defects, wet surfaces, and rub with No. 16 carborundum stone or similar abrasive. Continue rubbing sufficiently to bring surface paste, remove form marks and fins, and produce smooth, dense surface of uniform color and texture. Do not use cement paste other than that drawn from concrete itself. Spread paste uniformly over surface with brush. Allow paste to reset, then wash surface with clean water.

3. Use rubbed finish at locations indicated on Drawings, except where rubbed finish is indicated for a wall which will be containing a liquid, use spray-applied coating.

E. Spray-applied Coating: At Contractor's option, in lieu of rubbed finish, spray-applied coating may be applied after defects have been repaired and fins removed. Remove form oil, curing compound and other foreign matter that would prevent bonding of coating. Apply coating in uniform texture and color in accordance with coating manufacturer's instructions.

F. Related Unformed Surfaces: Tops of piers, walls, bent caps, and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed. Float unformed surfaces to texture reasonably consistent with that of formed surfaces. Continue final treatment on formed surfaces uniformly across unformed surfaces.

3.04 HOT WEATHER FINISHING

A. When hot weather conditions exist, as defined by Section 03310 - Structural Concrete and as judged by the Engineer, apply evaporation retardant to the surfaces of slabs, topping and concrete fill placements immediately after each step in the finishing process has been completed.

3.05 FINISHING SLABS AND SIMILAR FLAT SURFACES TO CLASS A, B, AND C TOLERANCES

A. Apply Class A, B, and C finishes at locations indicated on Drawings.

B. Shaping to Contour: Use strike-off templates or approved compacting-type screeds riding on screed strips or edge forms to bring concrete surface to proper contour. See Section 03100 - Concrete Formwork for edge forms and screeds.

C. Consolidation and Leveling: Concrete to be consolidated shall be as stiff as practicable Thoroughly consolidate concrete in slabs and use internal vibration in beams and girders of framed slabs and along bulkheads of slabs on grade. Consolidate and level slabs and floors with vibrating bridge screeds, roller pipe screeds or other approved means. After consolidation and leveling, do not permit manipulation of surfaces prior to finishing operations.

D. Tolerances for Finished Surfaces: Check tolerances by placing straightedge of specified length anywhere on slab. Gap between slab and straightedge shall not exceed tolerance listed for specified class.

Class	Straightedge Length in Feet	Tolerance in Inches
A	10	1/8
B	10	1/4
C	2	1/4

E. Raked Finish: After concrete has been placed, struck off, consolidated and leveled to Class C tolerance, roughen surface before final set. Roughen with stiff brushes or rakes to depth of approximately 1/4 inch. Notify Engineer prior to placing concrete requiring initial raked surface finish so that acceptable raked finish standard may be established for project. Protect raked, base-slab finish from contamination until time of topping. Provide raked finish for following:

1. Surfaces to receive bonded concrete topping or fill.

2. Steep ramps, as noted on Drawings.

3. Additional locations as noted on Drawings.

F. Float Finish:

1. After concrete has been placed, struck off, consolidated and leveled, do not work further until ready for floating. Begin floating when water sheen has disappeared, or when mix has stiffened sufficiently to permit proper operation of power-driven float. Consolidate surface with power-driven floats. Use hand floating with wood or cork-faced floats in locations inaccessible to power-driven machine and on small, isolated slabs.

2. After initial floating, re-check tolerance of surface with 10-foot straightedge applied at not less than two different angles. Cut down high spots and fill low spots to Class B tolerance. Immediately re-float slab to a uniform, smooth, granular texture.

3. Provide float finish at locations not otherwise specified and not otherwise indicated on Drawings.

G. Trowel Finish:

1. Apply float finish as previously specified. After power floating, use power trowel to produce smooth surface which is relatively free of defects but which may still contain some trowel marks. Do additional troweling by hand after surface has hardened sufficiently. Do final troweling when ringing sound is produced as trowel is moved over surface. Thoroughly consolidate surface by hand troweling operations.

2. Produce finished surface free of trowel marks, uniform in texture and appearance and conforming to Class A tolerance. On surfaces intended to support floor coverings, remove defects which might show through covering by grinding.

3. Provide trowel finish for floors which will receive floor covering and additional locations indicated on Drawings.

H. Broom or Belt Finish:

1. Apply float finish as previously specified. Immediately after completing floated finish, draw broom or burlap belt across surface to give coarse transverse scored texture.

2. Provide broom or belt finish at locations indicated on Drawings.

3.06 FINISHING SLABS AND SIMILAR FLAT SURFACES TO "F NUMBER SYSTEM" FINISH

A. Shaping to Contour: Use strike-off templates or approved compacting-type screeds riding on screed strips or edge forms to bring concrete surface to proper contour. Edge forms and screeds: Conform to Section 03100 - Concrete Formwork.

B. Consolidation and Leveling: Concrete to be consolidated shall be as dry as practicable. Thoroughly consolidate concrete in slabs and use internal vibration in beams and girders of framed slabs and along bulkheads of slabs on grade. Consolidate and level slabs and floors with vibrating bridge screeds, roller pipe screeds or other approved means. After consolidation and leveling, do not manipulate surfaces prior to finishing operations.

C. Tolerances for Finished Surfaces: Independent testing laboratory will check floor flatness and levelness in accordance with Paragraph 3.12, Field Quality Control.

D. Float Finish:

1. After concrete has been placed, struck off, consolidated and leveled, do not work further until ready for floating. Begin floating when water sheen has disappeared, or when mix has stiffened sufficiently to permit proper operation of power-driven float. Consolidate surface with power-driven floats. Use hand floating with wood or cork-faced floats in locations inaccessible to power-driven machine and on small, isolated slabs.

2. Check tolerance of surface after initial floating with a 10-foot straightedge applied at not less than two different angles. Cut down high spots and fill low spots. Immediately refloat slab to uniform, smooth, granular texture to F_F20/ F_L17 tolerance, unless shown otherwise on Drawings.

3. Provide "F Number System" float finish at locations indicated on Drawings.

E. Trowel Finish:

1. Apply float finish as previously specified. After power floating, use power trowel to produce smooth surface which is relatively free of defects but which may still contain some trowel marks. Do additional trowelings by hand after surface has hardened sufficiently. Do final troweling when ringing sound is produced as trowel is moved over surface. Thoroughly consolidate surface by hand troweling operations.

2. Produce finished surface free of trowel marks, uniform in texture and appearance and conforming to an F_F25/ F_L20 tolerance for slabs on grade and F_F25/ F_L17 for elevated slabs, unless shown otherwise on Drawings. On surfaces intended to support floor coverings, remove defects, which might show through covering, by grinding.

3. Provide "F Number System" trowel finish at locations indicated on Drawings.

3.07 BONDED CONCRETE TOPPING AND FILL

A. Surface Preparation:

1. Protect raked, base-slab finish from contamination until time of topping. Mechanically remove oil, grease, asphalt, paint, clay stains or other contaminants, leaving clean surface.

2. Prior to placement of topping or fill, thoroughly dampen roughened slab surface and leave free of standing water. Immediately before topping or fill is placed, scrub coat of bonding grout into surface. Do not allow grout to set or dry before topping or fill is placed.

B. Concrete Fill:

1. Where concrete fill intersects a wall surface at an angle steeper than 45 degrees from vertical, provide a 1.5-inch deep keyway in the wall at the point of intersection; size keyway so that no portion of the concrete fill is less than 1.5 inches thick. Form keyway in new walls; create by saw cutting the top and bottom lines and chipping in existing walls.

2. Apply wood float finish to surfaces of concrete fill.

3. Provide concrete fill at locations shown on Drawings.

C. Bonded Concrete Topping in Bottom of Clarifiers and Thickeners:

1. Minimum thickness of concrete topping: 1 inch. Maximum thickness when swept in by clarifier and thickener equipment: 3 inches.

2. Compact topping and fill by rolling or tamping, bring to established grade, and float. Topping grout placed on sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement. Coat surface with evaporation retardant as needed between finishing operations to prevent plastic shrinkagecracks.

3. Screed topping to true surface using installed equipment. Protect equipment from damage during sweeping-in process. Perform sweeping-in process under supervision of equipment manufacturer's factory representative. After topping has been screeded, apply wood float finish. During finishing, do not apply water, dry cement or mixture of dry cement and sand to the surface.

4. As soon as topping or fill finishing is completed, coat surface with curing compound. After the topping is set and sufficiently hard in clarifiers and where required by the Engineer, fill the tank with sufficient water to cover the entire floor for 14 days.

5. Provide bonded concrete topping in bottom of all clarifiers andthickeners.

3.08 EPOXY PENETRATING SEALER

A. Surfaces to receive epoxy penetrating sealer: Apply wood float finish. Clean surface and apply sealer in compliance with manufacturer's instructions.

B. Rooms with concrete curbs or bases: Continue application of floor coating on curb or base to its juncture with masonry wall. Rooms with solid concrete walls or wainscots: Apply minimum 2-inch-high coverage of floor coating on vertical surface.

C. Mask walls, doors, frames and similar surface to prevent floor coating contact.

D. When coving floor coating up vertical concrete walls, curbs, bases or wainscots, use masking tape or other suitable material to keep a neat level edge at top of cove.

E. Provide epoxy penetrating sealer at locations indicated on Drawings.

3.09 EPOXY FLOOR TOPPING

A. Surfaces to receive epoxy floor topping: Apply wood float finish unless recommended otherwise by epoxy floor topping manufacturer. Clean surface and apply epoxy floor topping in compliance with manufacturer's recommendations and instructions. Thickness of topping: 1/8 inch.

B. Rooms with concrete curbs or bases: Continue application of floor coating on curb or base to its juncture with masonry wall. Rooms with solid concrete walls or wainscots: apply 2-inch-high coverage of floor coating on vertical surface.

C. Mask walls, doors, frames and similar surfaces to prevent floor coating contact.

D. When coving floor coating up vertical concrete walls, curbs, bases or wainscots, use masking tape or other suitable material to keep a neat level edge at top of cove.

E. Finished surface shall be free of trowel marks and dimples.

F. Provide epoxy floor topping at locations indicated on Drawings.

3.10 SEALER/DUSTPROOFER

A. Where sealer or sealer/dustproofer is indicated on Drawings, just prior to completion of construction, apply coat of specified clear sealer/dustproofing compound to exposed interior concrete floors in accordance with manufacturer's instructions.

3.11 NONSLIP FINISH

A. Apply float finish as specified. Apply two-thirds of required abrasive aggregate by method that ensures even coverage without segregation and re-float. Apply remainder of abrasive aggregate at right angles to first application, using heavier application of aggregate in areas not sufficiently covered by first application. Re-float after second application of aggregate and complete operations with troweled finish. Perform finishing operations in a manner that will allow the abrasive aggregate to be exposed and not covered with cement paste.

B. Provide nonslip finish at locations indicated on Drawings.

3.12 FIELD QUALITY CONTROL

A. Flatness and levelness of slabs and similar flat surfaces that are indicated on Drawings to receive "F Number System" finish will be checked by independent testing laboratory employed by the Owner in accordance with Section 01454 - Testing Laboratory Services.

1. Tolerances for "F-Number System" finished surfaces:

a. Floor tolerance shall be determined in accordance with ASTM E 1155.

b. Floor flatness and levelness tolerances:

i. F_F defines maximum floor curvature allowed over 24 inches. Computed on the basis of successive 12-inch elevation differentials, F_F is commonly referred to as the "flatness F-Number."

$$F_F = \frac{4.57}{\text{Maximum difference in elevation, in decimal inches, between successive 12-inch elevation differences.}}$$

ii. F_L defines relative conformity of floor surface to horizontal plane as measured over 10-foot distance. F_L is commonly referred to as "levelness F-number."

$$F_L = \frac{12.5}{\text{Maximum difference in elevation, in inches, between two points separated by 10 feet.}}$$

(1) Achieve specified overall slab tolerance. Minimum local tolerance (1/2 bay, unless otherwise designated by Engineer): 2/3 of specified tolerance.

(2) Tolerance for floated finish: F_F20/F_L17, unless otherwise shown on Drawings.

(3) Tolerance for troweled finish: F_F25/F_L20 for slabs on grade, and F_F25/F_L17 for elevated slabs, unless otherwise shown on Drawings.

3.13 CURING

A. Conform to requirements of Section 03390 - Concrete Curing.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Curing of structural concrete.

1.02 UNIT PRICES

A. No separate payment will be made for concrete curing under this Section. Include payment in unit price for structural concrete.

1.03 REFERENCES

A. ACI 308 - Standard Practice for Curing Concrete.

B. ASTM C 171 - Standard Specifications for Sheet Materials for Curing Concrete.

C. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

D. ASTM D 44587 - Conducting Tests on Paint and Related Coatings and Materials Using a Fluorescent UV-Condensation Light-and Water-Exposure Apparatus.

1.04 DEFINITIONS

A. Mass Concrete: Concrete sections 4 feet or more in least dimension.

1.05 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Product Data: Submit description of proposed curing method for concrete. When use of membrane-forming compound is proposed, submit manufacturer's technical information including material specifications, installation instructions and recommendations, and evidence that compound is satisfactory for intended application. State locations where curing compound will be used.

C. When membrane-forming compounds are to be used, submit certification by the manufacturer of compliance with specified requirements and compatibility with toppings, coatings, finishes, and adhesives to be applied.

PART 2 PRODUCTS

2.01 MATERIALS

A. Membrane-forming Curing Compound: Conform to ASTM C 309, Type 1D, and following requirements.

1. Minimum solids content: 30 percent.

2. Compound shall not permanently discolor concrete. When used for liquid- containing structures, curing compound shall be white-pigmented.

3. When used in areas that are to be coated, or that will receive topping or floor covering, material shall not reduce bond of coating, topping, or floor covering to concrete. Curing compound manufacturer's technical information shall state conditions under which compound will not prevent bond.

4. Conform to local, state and federal solvent emission requirements.

B. Clear Curing and Sealing Compound (VOC Compliant): Conform to ASTM C 309, Type 1, Class B, and the following requirements: 30 percent solids content minimum; non-yellowing under ultraviolet light after 500-hour test in accordance with ASTM D 4587. Sodium silicate compounds are not permitted. Conform to local, state and federal solvent emission requirements.

C. Sheet Material for Curing Concrete: ASTM C 171; waterproof paper, polyethylene film or white burlap-polyethylene sheeting.

D. Curing Mats (for use in Curing Method 2): Heavy shag rugs or carpets, or cotton mats quilted at 4 inches on center; 12 ounce per square yard minimum weight when dry.

E. Water for curing: Clean and potable.

PART 3 EXECUTION

3.01 CURING PROCEDURES

A. Comply with ACI 308 and the requirements specified herein. Protect freshly-deposited concrete from premature drying and excessively hot or cold temperatures. Maintain minimal moisture loss and relatively constant temperature during time necessary for hydration of cement and proper hardening of concrete.

B. Unformed Surfaces: For concrete surfaces not in contact with forms, use one of following procedures immediately after completion of placement and finishing.

1. Ponding or continuous sprinkling.

2. Absorptive mat or fabric kept continuously wet.

3. Sand or other covering kept continuously wet.

4. Continuous steam bath (not exceeding 150 degrees F at surface of concrete).

5. Vapor mist bath.

6. Membrane-forming curing compound applied according to manufacturer's recommendations. After the curing compound has dried, wet slab surfaces and cover with waterproof paper, polyethylene film, or white burlap-polyethylene sheeting after the application of the curing compound. Tape sheet seams together and provide sufficient weights to keep the sheeting in place. Wet the slab surface again if the sheeting becomes dislodged, and replace the sheeting.

7. Other moisture-retaining coverings as approved by Engineer.

C. Restrictions on Use of Curing Compounds: Unless curing compound manufacturer certifies that curing compound will not prevent bond to cured surface, do not use curing compound on surfaces that will be rubbed or receive additional concrete, mortar, topping, terrazzo or other cementitious finishing materials, on slabs under resilient floors or built-up roofing, or on surfaces to be waterproofed, sealed, hardened or painted.

D. Curing and Sealing Compounds: At locations indicated, cure exposed interior slabs and troweled slabs receiving mastic-applied adhesives with specified clear curing and sealing compound in accordance with manufacturer's recommendations. Do not store materials directly on curing membranes. Use plywood to protect curing membrane from damage. Immediately repair membranes damaged by foot traffic or other operations.

E. Duration of Curing: Continue curing until cumulative number of days or fractions of days during which ambient temperature is above 50 degrees F has totaled 7. Continue curing of water-retaining structures for a total of 14 days. When high-early-strength concrete has been used, continue curing for total of 3 days. Prevent rapid drying at end of curing period.

F. Formed Surfaces: During the curing period keep wet steel forms heated by sun and wood forms in contact with concrete. When forms are to be removed during curing period, employ curing materials or methods immediately. Continue such curing for remainder of curing period.

G. Temperature:

1. Cold Weather. When mean daily temperature of atmosphere is less than 40 degrees F, maintain temperature of concrete between 50 and 70 degrees F for required curing period. When necessary, make arrangements for heating, covering, insulating or housing concrete work in advance of placement to maintain required temperature and moisture conditions. Prevent damage or injury due to concentration of heat. When combustion heaters are necessary in enclosed or protected area where concrete slabs are being placed, vent heaters.

2. Hot Weather. In advance of placement make arrangements for shading, fog spraying, sprinkling, ponding or installation of windbreaks or wet covering of light color. Take such protective measures as quickly as concrete hardening and finishing operations will allow.

3. Temperature Changes. Control so rate of change in temperature of concrete is as uniform as possible. Do not permit temperature change to exceed 5 degrees F in any one hour or 50 degrees F in any 24-hour period.

H. Protection from Mechanical Injury. During curing period, protect concrete from damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration. Protect finished concrete surfaces from damage caused by construction equipment, materials or methods, and by rain or running water. Do not load self-supporting structures in a way that over stresses concrete.

3.02 CURING MASS CONCRETE

A. Observe the following additional restrictions when curing mass concrete.

1. Minimum curing period: 2 weeks.

2. When ambient air temperature falls below 32 degrees F, protect surface of concrete against freezing.

3. Do not use steam or other curing methods that will add heat to concrete.

4. Keep forms and exposed concrete continuously wet for at least the first 48 hours after placing, and whenever surrounding air temperature is above 90 degrees F during final curing period.

5. During 2-week curing period, provide necessary controls to prevent ambient air temperature immediately adjacent to concrete from falling more than 30 degrees F in 24 hours.

END OF SECTION

SECTION 23 01 00

HVAC OPERATING AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Compilation product data and related information appropriate for Owner's operation and maintenance of products furnished under Contract. Prepare operating and maintenance data as specified.

B. Instruct Owner's personnel in operation and maintenance of equipment and systems.

C. Submit three copies of complete manual in final form.

1.2 SUBMITTALS

A. Thirty (30) days after the Contractor has received the final scheduled identified submittals bearing the Engineer's stamp of acceptance (including resubmittals), submit for review one copy of the first draft of the Operating and Maintenance Manual. This copy shall contain as a minimum:
1. Table of Contents for each element.
2. Contractor information.
3. All submittals, coordination drawings and product data, reviewed by the Engineer; bearing the Engineer's stamp of acceptance. (When submittals are returned from Engineer "Correct as Noted", corrected inserts shall be included.)
4. All parts and maintenance manuals for items of equipment.
5. Warranties (without starting dates)
6. Certifications that have been completed. Submit forms and outlines of certifications that have not been completed.
7. Operating and maintenance procedures.
8. Form of Owner's Training Program Syllabus (including times and dates).
9. Control operations/equipment wiring diagrams.
10. Schedule of filters for each item of equipment.
11. Schedule of belts for each item of equipment.
12. Other required operating and maintenance information that are complete.

B. Copy will be returned to the Contractor within 15 days with comments for corrections.

C. Submit three (3) completed manuals in final form to the Engineer one day after substantial completion, and prior to Owner's instructions. Include all specified data, test and balance reports, drawings, dated warranties, certificates, reports, along with other materials and information.

D. The Engineer will review the manuals for completeness within fifteen (15) days.

E. The Contractor shall be notified of any missing or omitted materials. The Manuals shall be reworked by the Contractor, as required, in the office of the Engineer. The manuals will not be retransmitted.

F. Two (2) complete Manuals will be delivered to the Owner.

PART 2 - PRODUCTS

2.1 BINDERS

A. Commercial quality black three-ring binders with clear overlay plastic covers.

B. Minimum ring size: 1".
Maximum ring size: 3".

C. When multiple binders are used, correlate the data into related groupings.

D. Label contents on spine and face of binder with full size insert. Label under plastic cover.

PART 3 - EXECUTION

3.1 OPERATION AND MAINTENANCE MANUAL

A. Form for Manuals:
1. Prepare data in form of an instructional manual for use by Owner's personnel.
2. Format:
a. Size: 8-1/2" x 11".
b. Text: Manufacturer's printed data or neatly typewritten.
3. Drawings:
a. Provide reinforced punched binder tab and bind in text.
b. Fold larger drawings to size of text pages.
4. Provide flyleaf indexed tabs for each separate product or each piece of operating equipment.
5. Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions". List:
a. Title of Project
b. Identity of separate structures as applicable.
c. Identity of general subject matter covered in the manual.
6. Binder as specified.

B. Content of Manual:
1. Neatly typewritten Table of Contents for each volume arranged in systematic order as outlined in the specifications.
a. Contractor, name of responsible principal, address and telephone number.
b. A list of each product required to be included, indexed to content of the volume.
c. List with each product, name, address and telephone number of:
1) Subcontractor or installer.
2) Maintenance contractor as appropriate.
3) Identify area of responsibility of each.
4) Local source of supply for parts and replacement.
d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
2. Product Data:
a. Include those sheets pertinent to the specific product.
b. Annotate each sheet to:
1) Identify specific product or part installed.
2) Identify data applicable to installation.
3) Delete references to inapplicable information. (All options not supplied with equipment shall be marked out indicated in some manner.

3. Drawings:
   a. Supplement product data with drawings as necessary to illustrate:
      1) Relations of component parts of equipment and systems.
      2) Control and flow diagrams.
   b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
   c. Do not use Project Record Documents as maintenance drawings.
4. Written text, as required to supplement product data for the particular installation:
   a. Organize in consistent format under separate headings for different procedures.
   b. Provide logical sequence of instructions for each procedure.
5. Copy of each warranty, bond and service contract issued.
   a. Provide information sheet for Owner's personnel, giving:
      1) Proper procedures in event of failure.
      2) Instances that might affect validity of warranties or bonds.
6. Shop drawings, coordination drawings and product data as specified.

C. Sections for Equipment and Systems.
1. Content for each unit of equipment and system as appropriate:
   a. Description of unit and component parts.
      1) Function, normal operating characteristics, and limiting conditions.
      2) Performance curves, engineering data and tests.
      3) Complete nomenclature and commercial number of replaceable parts.
   b. Operating procedures:
      1) Start up, break-in, routine and normal operating instructions.
      2) Regulation, control, stopping, shut down and emergency instructions.
      3) Summer and winter operating instructions.
      4) Special operating instructions.
   c. Maintenance procedures:
      1) Routine operations
      2) Guide to trouble-shooting.
      3) Disassembly, repair and reassembly.
      4) Alignment, adjusting and checking.
      5) Routine service based on operating hours.
   d. Servicing and lubrication schedule. List of lubricants required.
   e. Manufacturer's printed operating and maintenance instructions.
   f. Description of sequence of operation by control manufacturer.
   g. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
      1) Predicted life of part subject to wear.
      2) Items recommended to be stocked as spare parts.
   h. As installed control diagrams by controls manufacturer.
   i. Complete equipment internal wiring diagrams.
   j. Schedule of filters for each air handling system.
   k. Schedule of belts for each item of equipment.
   l. Each Contractor's coordination drawings.
   m. As installed color coded piping diagrams.
   n. Charts of valve tag number, with location and function of each valve.
   o. List of original manufacturer's spare parts and recommended quantities to be maintained in storage.
   p. Other data as required under pertinent sections of the specifications.
2. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

3. Additional requirements for operating and maintenance data as outlined in respective sections of specifications.
4. Provide complete information for products specified in Division 23.
5. Provide certificates of compliance as specified in each related section.
6. Provide start up reports as specified in each related section.
7. Provide signed receipts for spare parts and material.
8. Provide training report and certificates.
9. Provide extended compressor warranty certificates.

END OF SECTION

SECTION 23 05 00

MECHANICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Except as modified in this Section, General Conditions, Supplementary Conditions, applicable provisions of the General Requirements, and other provisions and requirements of the contract documents apply to work of Division 23 Mechanical.

B. Applicable provisions of this section apply to all sections of Division 23, Mechanical.

1.2 CODE REQUIREMENTS AND FEES

A. Perform work in accordance with applicable statutes, ordinances, codes and regulations of governmental authorities having jurisdiction.

B. Mechanical work shall comply with applicable inspection services:
1. Underwriters Laboratories
2. National Fire Protection Association
3. State Health Department
4. Local Municipal Building Inspection Department
5. Texas Department of Licensing & Regulations (ADA)

C. Resolve any code violations discovered in contract documents with the Engineer prior to award of the contract. After Contract award, any correction or additions necessary for compliance with applicable codes shall be made at no additional cost to the Owner.

D. This Contractor shall be responsible for being aware of and complying with asbestos NESHAP regulations, as well as all other applicable codes, laws and regulations.

E. Obtain all permits required.

1.3 CONTRACTOR'S QUALIFICATIONS

A. An approved contractor for the work under this division shall be:
1. A specialist in this field and have the personnel, experience, training, skill, and organization to provide a practical working system
2. Able to furnish evidence of having contracted for and installed not less than 3 systems of comparable size and type that has served their Owners satisfactorily for not less than 3 years

1.4 REFERENCE SPECIFICATIONS AND STANDARDS

A. Materials which are specified by reference to Federal Specifications; ASTM, ASME, ANSI, or AWWA Specifications; Federal Standards; or other standard specifications must comply with latest editions, revisions, amendments or supplements in effect on date bids are received. Requirements in reference specifications and standards are minimum for all equipment, material, and work. In instances where specified capacities, size, or other features of equipment, devices, or materials exceed these minimums, meet specified capacities.

1.5 CONTRACT DRAWINGS

A. Contract drawings are diagrammatic only and do not give fully dimensioned locations of various elements of work. Determine exact locations from field measurements.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain at the job site a separate set of white prints (black line) of the contract drawings for the sole purpose of recording the "as-built" changes and diagrams of those portions of work in which actual construction is at variance with the contract drawings. Mark the drawings with a colored pencil. Prepare, as the work progresses and upon completion of work, reproducible drawings clearly indicating locations of various lines, valves, ductwork, traps, equipment, and other pertinent items, as installed. Include flow-line elevation of sewer lines. Record existing and new underground and under slab piping with dimensioned locations and elevations of such piping.

B. At the conclusion of project, obtain without cost to the Owner, erasable mylars of the original drawings and transfer as-built changes to these. Prior to transmittal of corrected drawings, obtain 3 sets of blue-line prints of each drawing, regardless of whether corrections were necessary and include in the transmittal (2 sets are for the Owner's use and one set is for the Engineer's records). Delivery of these as-built prints and reproducibles is a condition of final acceptance. Provide record drawings on one set each (reproducible Dayrex mylar film positives) and AutoCad 2014 files on disk (CD Rom).

C. As-Built drawings should indicate the following information as a minimum:
1. Indicate all addendum changes to documents.
2. Remove Engineer’s seal, name, address and logo from drawings.
3. Mark documents RECORD DRAWINGS.
4. Clearly indicate: DOCUMENT PRODUCED BY
5. Indicate all changes to construction during construction. Indicate actual routing of all piping, ductwork, etc. that were deviated from construction drawings.
6. Indicate exact location of all underground mechanical piping and elevation.
7. Indicate exact location of all underground electrical raceways and elevations.
8. Correct schedules to reflect (actual) equipment furnished and manufacturer.
9. Location and size of all ductwork and mechanical piping above ceiling including exact location of isolation of domestic and mechanical valves.
10. Exact location of all electrical equipment in and outside of the building.
11. Exact location of all roof mounted equipment, wall, roof and floor penetrations.
12. Cloud all changes.

1.7 SPACE REQUIREMENTS

A. Consider space limitations imposed by contiguous work in selection and location of equipment and material. Do not provide equipment or material that is not suitable in this respect.

1.8 RELATION WITH OTHER TRADES

A. Carefully study all matters and conditions concerning the project. Submit notification of conflict in ample time to prevent unwarranted changes in any work. Review other Divisions of these specifications to determine their requirements.

B. Because of the complicated relationship of this work to the total project, conscientiously study the relation and cooperate as necessary to accomplish the full intent of the documents.

C. Provide sleeves and inserts in forms as required for the work. Stub up and protect open ends of pipe before any concrete is placed. Furnish sizes of required equipment pads. Furnish and locate bolts and fittings required to be cast in them.

D. Locate and size openings required for installation of work specified in this Division in sufficient time to prevent delay in the work.

E. Refer to other Divisions of the specifications for the scope of required connections to equipment furnished under that Division. Determine from the Contractor for the various trades, the Owner, and by direction from the Engineer, the exact location of all items.

1.9 CONCEALED AND EXPOSED WORK

A. When the word "concealed" is used in connection with insulating, painting, piping, ducts and the like, the work is understood to mean hidden from sight as in chases, furred spaces or above ceilings. "Exposed" is understood to mean open to view.

1.10 GUARANTEE

A. Guarantee work for 1 year from the date of substantial completion of the project. During that period make good any faults or imperfections that may arise due to defects or omissions in material, equipment or workmanship. At the Owner's option, replacement of failed parts or equipment shall be provided.

1.11 MATERIAL AND EQUIPMENT

A. Furnish new and unused materials and equipment meeting the requirements of the paragraph specifying acceptable manufacturers. Where two or more units of the same type or class of equipment are required, provide units of a single manufacturer.

1.12 NOISE AND VIBRATION

A. Select equipment to operate with minimum noise and vibration. If objectionable noise or vibration is produced or transmitted to or through the building structure by equipment, piping, ducts or other parts of work, rectify such conditions at no additional cost. If the item of equipment is judged to produce objectionable noise or vibration, demonstrate at no additional cost that equipment performs within designated limits on a vibration chart.

1.13 ACCEPTABLE MANUFACTURERS

A. Manufacturers names and catalog number specified under sections of Division 23 are used to establish standards of design, performance, quality and serviceability and not to limit competition. Equipment of similar design, equal to that specified, manufactured by a named manufacturer will be acceptable on approval. A request for prior approval of equipment not listed must be submitted ten (10) days before bid due date. Submit complete design and performance data to the Engineer.

1.14 OPERATING TESTS

A. After all mechanical systems have been completed and put into operation, subject each system to an operating test under design conditions to ensure proper sequencing and operation throughout the range of operation. Tests shall be made in the presence of the Engineer. Make adjustments as required to ensure proper functioning of all systems. Special tests on individual systems are specified under individual sections. Submit 3 copies of all certifications and test reports adequately in advance of completion of the work to allow for remedial action as required to correct deficiencies discovered in equipment and systems.

1.15 WARRANTIES

A. Submit 3 copies of all warranties and guarantees for systems, equipment, devices and materials. These shall be included in the Operating and Maintenance Manuals.

1.16 BUILDING CONSTRUCTION

A. It shall be the responsibility of each sub-contractor to consult the Architectural and Engineering drawings, details, and specifications and thoroughly familiarize himself with the project and all job related requirements. Each sub-contractor shall cooperate with the General Contractor to verify that all piping and other items are placed in the walls, furred spaces, chases, etc., so there will be no delays in the job.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 OPENINGS

A. Framed, cast or masonry openings for ductwork, equipment or piping are specified under other divisions. Drawings and layout work for exact size and location of all openings are included under this division.

3.2 AIR FILTERS AND PIPE STRAINERS

A. Immediately prior to substantial completion of the project, inspect, clean and service air filters and strainers. Replace air filters.

3.3 LUBRICATION, REFRIGERANT AND OIL

A. Provide a complete charge of correct lubricant for each item of equipment requiring lubrication.

B. Provide a complete and working charge of proper refrigerant, free of contaminants, into each refrigerant system. After each system has been in operation long enough to ensure completely balanced conditions, check the charge and modify for proper operation as required.

C. Provide a complete charge of special oil for refrigeration use, suitable for operation with refrigerant, in each system.

3.4 HOUSEKEEPING PADS

A. Provide equipment housekeeping pads under all floor mounted and ground mounted HVAC equipment, and as shown on the drawings.

B. Concrete work as specified in Division 3.

C. Concrete pads:
   1. 4" high, rounded edges, minimum 2500 psi unless otherwise indicated on the drawings
   2. Chamfer strips at edges and corner of forms.
   3. Smooth steel trowel finish.
   4. Doweled to existing slab

D. Install concrete curbs around duct penetrations or multiple pipe penetrations.

3.5 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to final inspection, conduct an on-site training program to instruct the Owner's operating personnel in the operation and maintenance of the mechanical systems.
   1. Provide the training during the Owner's regular working day.

2. The Instructors shall each be experienced in their phase of operation and maintenance of building mechanical systems and with the project.

B. Time to be allocated for instructions.
1. Minimum of 4 hours dedicated instructor time.
2. 4 hours on 1 day

C. Before proceeding with the on-site training program, submit the program syllabus; proposed time and dates; and other pertinent information for review and approval.
1. One copy to the Owner.
2. One copy to the Engineer.

D. The Owner will provide a list of personnel to receive instructions, and will coordinate their attendance at the agreed upon times.

E. Use the operation and maintenance manuals as the basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shut down of each item of equipment.

G. Demonstrate equipment functions (both individually and as part of the total integrated system).

H. Prepare and insert additional data in the operating and maintenance manuals when the need for additional data becomes apparent during instructions.

I. Submit a report within one week after completion of the training program that instructions have been satisfactorily completed. Give time and date of each demonstration and hours devoted to the demonstration, with a list of people present.

J. At the conclusion of the on-site training program, have the person designated by the Owner sign a certificate to certify that he/she has a proper understanding of the system, that the demonstrations and instructions have been satisfactorily completed, and the scope and content of the operating and maintenance manuals used for the training program are satisfactory.

K. Provide a copy of the report and the certificate in an appropriately tabbed section of each Operating and Maintenance Manual.

3.6 EQUIPMENT IDENTIFICATION

A. Provide a laminated engraved plastic nameplate on each piece of equipment and starter.
1. Designation approved by Engineer.
2. Equipment includes, but is not limited to, air handling units, fan coil units, variable volume boxes, fans, pumps, boilers and chillers.
3. Submit schedule of equipment to be included and designations.

B. Provide nameplates with 1/2" high letters and fastened with epoxy or screws.

3.7 OBSTRUCTIONS

A. The drawings indicate certain information pertaining to surface and subsurface obstructions which has been taken from available drawings. Such information is not guaranteed, however, as to accuracy of location or complete information.
1. Before any cutting or trenching operations are begun, verify with Owner's representative, utility companies, municipalities, and other interested parties that all available information has been provided.

2. Should obstruction be encountered, whether shown or not, alter routing of new work, reroute existing lines, remove obstruction where permitted, or otherwise perform whatever work is necessary to satisfy the purpose of the new work and leave existing services and structures in a satisfactory and serviceable condition.

B. Assume total responsibility for and repair any damage to existing utilities or construction, whether or not such existing facilities are shown.

3.8 PROTECTION

A. Protect work, equipment, fixtures, and materials. At work completion, work must be clean and in original manufacturer's condition.

3.9 INDOOR AIR QUALITY

A. All equipment and ductwork shall be installed to allow sufficient space for testing, maintenance, and commissioning functions. Access doors or panels shall be installed in ventilation equipment, ductwork, and plenum enclosures for inspection and cleaning of outdoor air intakes, mixing plenums, up and downstream of coils, filters, drain pans and fans.

B. Practice source control and eliminate potential contaminants in material selection, installation, and maintenance.

C. Provide installation and disposal instructions for all materials and chemicals that are potential contaminants.

D. Obtain and conform to the requirements of the Material Safety Data Sheets (MSDSs) in the use of materials.

E. Utilize manufacturer’s recommendations and provide installation instructions for all chemicals, compounds, and potential contaminants including pre-installation degassing if required.

F. Ventilate completed building prior to final completion using no less than design outside air for at least 48 hours before occupancy.

G. Make provisions for controls to prevent the entry of air contaminants into the HVAC air distribution system.

H. Steps shall be taken to ensure that the HVAC system continues to function effectively and are not damaged or contaminated during construction activities.

END OF SECTION

SECTION 23 05 10

HVAC CONTRACT QUALITY CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Contract quality control including workmanship, manufacturer's instructions, mock-ups and demonstrations.

1.2 QUALITY CONTROL PROGRAM

A. Maintain quality control over supervision, subcontractors, suppliers, manufacturers, products, services, site conditions and workmanship to produce work in accordance with contract documents.

1.3 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Under no conditions shall material or equipment be suspended from structural bridging.

D. Provide finishes to match approved samples. All exposed finishes shall be approved by the Architect. Submit color samples as required.

1.4 MANUFACTURER'S INSTRUCTIONS

A. Comply with instructions in full detail, including each step in sequence.

B. Should instruction conflict with Contract Documents, request clarification from Engineer before proceeding.

1.5 MANUFACTURER'S CERTIFICATES

A. When required in individual Specification Sections, submit manufacturer's certificate in duplicate, certifying that products meet or exceed specified requirements.

1.6 MANUFACTURER'S FIELD SERVICES

A. When required in individual Specification Sections, manufacturer shall provide qualified personnel to observe:
   1. Field conditions.
   2. Condition of installation.
   3. Quality of workmanship.
   4. Start-up of equipment.
   5. Testing, adjusting, and balancing of equipment.

B. Representative shall make written report of observations and recommendations to Engineer.

PART 2 - PRODUCTS

2.1 REFERENCE APPLICABLE SPECIFICATION SECTIONS.

PART 3 - EXECUTION

3.1 PROTECTION OF EQUIPMENT

A. Do not deliver equipment to the project site until progress of construction has reached the stage where equipment is actually needed or until building is closed in enough to protect the equipment from weather. Equipment allowed to stand in the weather will be rejected, and the Contractor is obligated to furnish new equipment of a like kind at no additional cost to the Owner.

B. Adequately protect equipment from damage after delivery to the project. Cover with heavy tarpaulins, drop cloths or other protective coverings as required to protect from plaster, paint, mortar and/or dirt. Do not cover with plastic materials and trap condensate and cause corrosion.

END OF SECTION

SECTION 23 05 11

MECHANICAL ALTERATIONS PROJECT PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Inspect and service existing equipment and materials that are to remain or to be reused.

B. Disposal of equipment, materials, or housekeeping pads to be abandoned. Prior to disposal, the Contractor shall verify with the Owner what is to be salvaged by the Owner and what is to become the property of the Contractor.

C. Handling of equipment and materials to be removed.

1.2 QUALITY ASSURANCE

A. Coordination with the Owner prior to the disconnection or shutdown of existing equipment, or to the modification of existing operational systems.

1.3 CONTRACT DRAWINGS

A. There is the possibility that existing conditions and devices are affected by the work indicated on the drawings and called for in the specifications (project manual) which do not appear on the drawings. It is the Contractor’s responsibility to visit the site and determine all of the existing conditions and to consider these existing conditions when making and presenting a proposal, to have a complete proposal.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Material used to upgrade and repair existing equipment shall conform to that specified.

B. Material used to upgrade and repair existing equipment shall not void existing warranties or listings of the equipment to be upgraded or repaired.

C. Material used to upgrade and repair existing equipment shall be new and shall be of the same manufacturer of the existing equipment, shall be acquired through the existing original equipment manufacturer’s approved distribution channels, shall have manufacturer’s warranties for the new material being used, and shall be listed for the use intended.

PART 3 - EXECUTION

3.1 INSPECTION

A. Existing materials and equipment indicated on the drawings or in the specifications to be reused shall be inspected for damaged or missing parts. Contractor shall notify the Engineer, in writing, accordingly.

B. If using materials specified or shown on the drawing voids or diminishes the warranty or operation of remaining equipment or systems, the Contractor shall notify the Engineer, in writing.

C. Verify field measurements, above and underground piping connections and flows.

D. Demolition Drawings are based on casual field observation, and when available, existing record documents. Report discrepancies to Architect before disturbing existing installation, and immediately after such discrepancies are discovered.

E. Field verify existing conditions and actual utility uses prior to final connections. Existing drawings may not have been available for all required information. Use pipe inspection camera system to field verify existing sanitary / grease waste connections. Verify actual HVAC supply and return piping connections. Verify flow direction and depth prior to connection to existing plumbing systems.

3.2 APPLICATION

A. Existing materials and equipment indicated on the drawings or in the specifications to be reused shall be cleaned and reconditioned, including cleaning of piping systems and HVAC coils prior to installation and reuse.

B. Material and equipment removed that is not to be salvaged for Owner's use or for reuse on the project shall become the property of the Contractor and be removed from the site.

C. Material or equipment salvaged for Owner's use shall be carefully handled and stored where directed by the Owner or the Engineer. Relocate material and / or equipment as directed by Owner.

D. Materials and equipment not indicated to be removed or abandoned shall be reconnected to the new system.

E. Materials, equipment and housekeeping pads not to be reused or reconnected shall be removed for Owner’s review and salvaged by Contractor.

F. Prior to start of construction, Contractor shall walk areas to be renovated with Owner to identify and document items to be salvaged for Owner’s use.

G. Clean and repair existing materials and equipment that remain or are to be reused.

H. Contractor shall utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

3.3 SEQUENCE AND SCHEDULE

A. Coordinate utility service outages with Utility Company, Architect and Owner.

B. Provide additional or temporary valves, piping, ductwork and connections to maintain existing systems in service during construction.

C. Existing HVAC and Plumbing Service: Refer to drawings for work in remodeled areas. Where facilities in these areas are to remain in service, any related work to keep the facilities in operation is specified in this Division. Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Obtain permission from Owner at least 48 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area. Maintain acceptable temperature and humidity control within existing building during renovation activities.

D. Remove and replace existing Mechanical systems and appurtenances as occasioned by new or remodeled construction. Re-establish service that may be interrupted by remodeled construction.

E. Refer to other drawings series for work in remodeled areas. Where facilities in these areas are required to remain in service, any related work required to keep these facilities in operation is specified in this Division.

F. Remove and replace existing piping, grilles, boxes and ductwork coincident with the construction.

G. Remove or relocate existing piping, grilles, ductwork or housekeeping pads as occasioned by new or remodeled construction. Cap unused HVAC or domestic piping and duct beyond the new finish line.

H. Relocate all HVAC and or domestic piping, grilles, boxes and ductwork as required to accommodate new work requiring precedence.

I. Remove concrete housekeeping pad where materials or equipment have been removed.

J. Remove all known utilities, which do not provide service to the buildings that remain.

K. Remove existing plumbing or mechanical vent penetrations through roof not to be reused.

3.4 DEMOLITION AND EXTENSION OF EXISTING MECHANICAL WORK

A. The Contractor shall modify, remove, and/or relocate all materials and items so indicated on the drawings or required by the installation of new facilities. All removals and/or dismantling shall be conducted in a manner as to produce maximum salvage. Salvage materials shall remain the property of the Owner, and shall be delivered to such destination as directed by the Owner's representative unless they are not wanted, then it will be the responsibility of this Contractor to remove such items and properly dispose of them. Materials and/or items scheduled for relocation and which are damaged during dismantling or reassembly operations shall be repaired and restored to good operative condition. The Contractor may, at his discretion, and upon approval of the Owner's representative substitute new materials and/or items of like design and quality in lieu of materials and/or items to be relocated.

B. All items to be relocated shall be carefully removed in reverse to original assembly or placement and protected until relocated. The Contractor shall clean, repair, and provide all new materials, fittings, and appurtenances required to complete the relocations and to restore them to good operative order. All relocations shall be performed by workmen skilled in the work and in accordance with standard practice of the trades involved.

C. When items scheduled for relocation and/or reuse are found to be in damaged condition before work has been started on dismantling, the Contractor shall call the attention of the Owner's representative to such items and receive further instructions before removal. Items damaged in repositioning operations are the contractor's responsibility and shall be repaired or replaced by the contractor as approved by the owner's representative, at no additional cost to the Owner.

D. HVAC, Plumbing, piping, ductwork and appurtenances to be removed, salvaged, or relocated shall be removed to points indicated on the drawings, specified, or acceptable to the Owner's representative. Piping and ductwork not scheduled for reuse shall be removed to the points at which reuse is to be continued or service is to remain. Such services shall be sealed, capped, or otherwise tied-off or disconnected in a safe manner

acceptable to the Construction Inspector. All disconnections or connections into the existing facilities shall be done in such a manner as to result in minimum interruption of services to adjacent occupied areas. Services to existing areas or facilities that must remain in operation during the construction period shall not be interrupted without prior specific approval of the Owner's representative hereinbefore specified.

E. Repair adjacent construction and finishes damaged during demolition and extension work.

F. Maintain access to mechanical installations that remain active. Modify installation or provide access panel as appropriate.

G. Extend existing installations using materials and methods compatible with existing mechanical installations, or as specified.

H. Existing mechanical piping and devices found to need additional hangers installed should be added at no additional cost to the Owner.

3.5 PROTECTION OF THE WORK

A. Provide adequate temporary support and auxiliary structure as necessary to ensure structural value or integrity of affected portion of work.

B. Provide devices and methods to protect other portions of work from damage.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

3.6 IDENTIFICATION OF EQUIPMENT IN RENOVATED AREAS

A. Identification of Equipment: Provide new identification of all existing equipment to be reused and located within the renovated areas. Do not include the description "existing". Provide new nameplates for all existing mechanical equipment in renovated areas as specified in Section 23 05 00 Mechanical General Provisions.

3.7 REFRIGERANT DISPOSAL

A. Contractor shall dispose of refrigerant from all DX equipment including refrigerant piping per OSHA, EPA, Federal, State and Local Codes.

END OF SECTION

SECTION 23 05 12

SHOP DRAWINGS, COORDINATION DRAWINGS & PRODUCT DATA

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Prepare submittals as required by these specifications as outlined below.

B. The term submittal, as used herein, refers to all:
1. Shop Drawings
2. Coordination Drawings
3. Product data

C. Submittals shall be prepared and produced for:
1. Distribution as specified
2. Inclusion in the Operating and Maintenance Manual, as specified, in the related section

1.2 SHOP DRAWINGS

A. Present drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, or room numbers shown on Contract Drawings.

B. Show all dimensions of each item of equipment on a single composite Shop Drawing. Do not submit a series of drawings of components.

C. Identify field dimensions; show relationship to adjacent features, critical features, work, or products.

D. Submit shop drawings in plan, elevation and sections, showing equipment in mechanical equipment areas.

1.3 COORDINATION DRAWINGS

A. Present in a clear and thorough manner. Title each drawing with project name. Identify each element of drawings by reference to sheet number and detail, or room number of contract documents. Minimum drawing scale: ¼” = 1’-0”.

B. Prepare coordination drawings to coordinate installations for efficient use of available space, for proper sequence of installation, and to resolve conflicts. Coordinate with work specified in other sections and other divisions of the specifications.

C. For each mechanical room and for each outside equipment pad where equipment is located, submit plan and elevation drawings. Show:
1. Actual mechanical equipment and components to be furnished
2. Service clearance
3. Relationship to other equipment and components
4. Roof drains and leader piping
5. Fire protection piping and equipment

D. Identify field dimensions. Show relation to adjacent or critical features of work or products.

E. Related requirements:
1. Ductwork shop drawings

2. Coordination drawing specified in Division 26

F. Submit shop drawings in plan, elevation and sections, showing equipment in mechanical equipment areas.

G. Gas piping sketch indicating proposed location of piping prior to proceeding with the installation.

1.4 PRODUCT DATA AND INSTALLATION INSTRUCTION

A. Submit only pages which are pertinent to the project. All options which are indicated on the product data shall become part of the contract and shall be required whether specified are not.

B. Mark each copy of standard printed data to identify pertinent products, referenced to specification section and article number.

C. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions and required clearances.

D. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

E. Mark up a copy of the specifications for the product. Indicate in the margin of each paragraph the following: COMPLY, DO NOT COMPLY, or NOT APPLICABLE. Explain all DO NOT COMPLY statements.

F. Provide a separate transmittal for each submittal item. Transmittals shall indicate product by specification section name and number. Separate all submittals into appropriate specification section number. Do not combine specification sections.

1.5 MANUFACTURERS INSTRUCTIONS

A. Submit Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, calibrating, balancing and finishing.

1.6 CONTRACTOR RESPONSIBILITIES

A. Review submittals prior to transmittal.

B. Determine and verify:
1. Field measurements
2. Field construction criteria
3. Manufacturer's catalog numbers
4. Conformance with requirements of Contract Documents

C. Coordinate submittals with requirements of the work and of the Contract Documents.

D. Notify the Engineer in writing at time of submission of any deviations in the submittals from requirements of the Contract Documents.

E. Do not fabricate products, or begin work for which submittals are specified, until such submittals have been produced and bear contractor's stamp. Do not fabricate products or begin work scheduled to have submittals reviewed until return of reviewed submittals with Engineer's acceptance.

F. Contractor's responsibility for errors and omissions in submittals is not relieved whether Engineer reviews submittals or not.

G. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved whether Engineer reviews submittals or not, unless Engineer gives written acceptance of the specific deviations on reviewed documents.

H. Submittals shall show sufficient data to indicate complete compliance with Contract Documents:
   1. Proper sizes and capacities
   2. That the item will fit in the available space in a manner that will allow proper service
   3. Construction methods, materials and finishes

I. Schedule submissions at least 15 days before date reviewed submittals will be needed.

1.7 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Project or in the work of anyother Contractor.

B. Number of submittals required:
   1. Shop Drawings and Coordination Drawings: Submit one reproducible transparency and three opaque reproductions.
   2. Product Data: Submit the number of copies which the contractor requires, plus those which will be retained by the Engineer.

C. Accompany submittals with transmittal letter, in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name, address and contact number.
   4. The number of each Shop Drawing, Project Datum and Sample submitted
   5. Other pertinent data

D. Submittals shall include:
   1. The date of submission
   2. The project title and number
   3. Contract Identification
   4. The names of:
      a. Contractor
      b. Subcontractor
      c. Supplier
      d. Manufacturer
   5. Identification of the product
   6. Field dimensions, clearly identified as such
   7. Relation to adjacent or critical features of the work or materials
   8. Applicable standards, such as ASTM or federal specifications numbers
   9. Identification of deviations from contract documents
   10. Suitable blank space for General Contractor and Engineer stamps
   11. Contractor's signed and dated Stamp of Approval

E. Coordinate submittals into logical groupings to facilitate interrelation of the several items:
   1. Finishes which involve Engineer selection of colors, textures or patterns
   2. Associated items which require correlation for efficient function or for installation

1.8 SUBMITTAL SPECIFICATION INFORMATION

A. Every submittal document shall bear the following information as used in the project manual:
   1. The related specification section number
   2. The exact specification section title

B. Submittals delivered to the Engineer without the specified information will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

1.9 RESUBMISSION REQUIREMENTS

A. Make re-submittals under procedures specified for initial submittals.
   1. Indicate that the document or sample is a re-submittal
   2. Identify changes made since previous submittals

B. Indicate any changes which have been made, other than those requested by the Engineer.

1.10 CONTRACTOR'S STAMP OF APPROVAL

A. Contractor shall stamp and sign each document certifying to the review of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

B. Contractor's stamp of approval on any submittal shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each submittal with the requirements of the work and the Contract Documents.

C. Do not deliver any submittals to the Engineer that do not bear the Contractor's stamp of approval and signature.

D. Submittals delivered to the Engineer without Contractor's stamp of approval and signature will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

1.11 ENGINEER REVIEW OF IDENTIFIED SUBMITTALS

A. The Engineer will:
   1. Review identified submittals with reasonable promptness and in accordance with schedule
   2. Affix stamp and initials or signature, and indicate requirements for re-submittal or approval of submittal
   3. Return submittals to Contractor for distribution or for resubmission

B. Review and approval of submittals will not extend to design data reflected in submittals which is peculiarly within the special expertise of the Contractor or any party dealing directly with the Contractor.

C. Engineer's review and approval is only for conformance with the design concept of the project and for compliance with the information given in the contract.

1. The review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
2. The review shall not extend to review of quantities, dimensions, weights or gauges, fabrication processes or coordination with the work of other trades.

D. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

1.12 SUBSTITUTIONS

A. Do not make requests for substitution employing the procedures of this Section.

B. The procedure for making a formal request for substitution is specified in Div. 1.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 23 05 13

ELECTRICAL PROVISIONS OF HVAC WORK

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Electrical provisions to be provided as mechanical work are indicated in other Division 23 sections, on drawings, and as specified.

B. Types of work, normally recognized as electrical but provided as mechanical, specified or partially specified in this Section, include but are not necessarily limited to the following:
   1. Motors for mechanical equipment.
   2. Starters for motors of mechanical equipment, but only where specifically indicated to be furnished integrally with equipment.
   3. Wiring from motors to disconnect switches or junction boxes for motors of mechanical equipment, but only where specifically indicated to be furnished integrally with equipment.
   4. Wiring of field-mounted float control switches, flow control switches, and similar mechanical-electrical devices provided for mechanical systems, to equipment control panels.
   5. Wiring of smoke detectors for shutdown of air handling equipment when a fire alarm system is not included in the project.
   6. Wiring of oil pump, vibration and oil level limit switches for cooling towers.
   7. Refrigerant monitor/sensor/alarming and field installed visual/audible display alarms.
   8. Pipe heat tracing.
   9. Cooling tower vibration switch/interlock/reset.
   10. Field interlock wiring from chiller: flow switches, pump aux. Contacts, pump start/stop.
   11. Power supply 120 VAC and control signal from chiller control panel to condenser water flow control valve installed in piping leaving chiller.
   12. Wiring of all related circulating water system chemical treatment devices.
      a. Low voltage electric contacting water meter
      b. Solenoid valve/blow-down assembly
   13. Radiant heater timer switches and/or thermostats
   14. Low Voltage thermostat wiring

C. Refer to Division 23 Controls Sections for related control system wiring.

D. Refer to Division 23 sections for specific individual mechanical equipment electrical requirements.

E. Refer to Division 26 sections for motor starters and controls not furnished integrally with mechanical equipment.

F. Refer to Division 26 sections for junction boxes and disconnect switches required for motors and other electrical units of mechanical equipment.

1.2 RELATED WORK

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

1.3 QUALITY ASSURANCE

A. Wherever possible, match elements of electrical provisions of mechanical work with similar elements of electrical work specified in Division 26 sections for electrical work not otherwise specified.

B. For electrical equipment and products, comply with applicable NEMA standards, and refer to NEMA standards for definitions of terminology. Comply with National Electrical Code (NFPA 70) for workmanship and installation requirements.

1.4 SUBMITTALS

A. Include in listing of motors, voltage, notation of whether motor starter is furnished or installed integrally with motor or equipment containing motors.

PART 2 - PRODUCTS

2.1 MOTORS

A. Provide motors for mechanical equipment manufactured by one of the following:
1. Baldor Electric Company.
2. Century Electric Div., Inc.
3. General Electric Co.
4. Louis Allis Div.; Litton Industrial Products, Inc.
5. Lincoln Electric
6. Marathon Electric Mfg. Corp.
7. Reliance Electric Co.
8. Westinghouse Electric Corp.
9. WEG

B. Motor Characteristics. Except where more stringent requirements are indicated, and except where required items of mechanical equipment cannot be obtained with fully complying motors, comply with the following requirements for motors of mechanical work:

C. Temperature Rating. Rated for 40 Degrees C environment with maximum 50 Degrees C temperature rise for continuous duty at full load (Class A Insulation).

D. Provide each motor capable of making starts as frequently as indicated by automatic control system, and not less than 5 starts per hour for manually controlled motors.

E. Phases and Current Characteristics. Provide squirrel-cage induction polyphase motors for 3/4hp and larger, and provide capacitor-start single-phase motors for 1/2hp and smaller, except 1/6hp and smaller may, at equipment manufacturer's option, be split-phase type. Coordinate current characteristics with power specified in Division 26 sections, and with individual equipment requirements specified in other Division 23 requirements. For 2-speed motors provide 2 separate windings on polyphase motors. Do not purchase motors until power characteristics available at locations of motors have been confirmed, and until rotation directions have been confirmed.

F. Service Factor. 1.15 for polyphase motors and 1.35 for single-phase motors.

G. Motor Construction. Provide general purpose, continuous duty motors, Design "B" except "C" where required for high starting torque.
1. Frames. NEMA #56.
2. Bearings are to be ball or roller bearings with inner and outer shaft seals, regreasable except permanently sealed where motor is inaccessible for regular maintenance. Where belt drives and other drives produce lateral or axial thrust in

motor, provide bearings designed to resist thrust loading. Refer to individual section of Division 23 for fractional-hp light-duty motors where sleeve-type bearings are permitted.

3. Except as indicated, provide open drip-proof motors for indoor use where satisfactorily housed or remotely located during operation, and provide guarded drip-proof motors where exposed to contact by employees or building occupants. Provide weather-protected Type I for outdoor use, Type II where not housed. Refer to individual sections of Division 23 for other enclosure requirements.
4. Provide built-in thermal overload protection and, where indicated, provide internal sensing device suitable for signaling and stopping motor at starter.
5. Noise Rating: Provide "Quiet" rating on motors.

H. All motors shall be premium efficiency.

I. Provide an inverter duty motor on all equipment that utilizes a variable frequency drive.

2.2 EQUIPMENT FABRICATION

A. Fabricate mechanical equipment for secure mounting of motors and other electrical items included in work. Provide either permanent alignment of motors with equipment, or adjustable mountings as applicable for belt drives, gear drives, special couplings and similar indirect coupling of equipment. Provide safe, secure, durable, and removable guards for motor drives. Arrange for lubrication and similar running-maintenance without removal of guards.

2.3 GENERAL REQUIREMENTS – SHAFT GROUNDING RINGS

A. All motors operated on variable frequency drives shall be equipped with a maintenance-free, conductive microfiber shaft grounding ring to meet NEMA MG-1, 3.4.4.4.3 requirements, with a minimum of two rows of circumferential microfibers to discharge damaging shaft voltages away from the bearings to ground. SGR’s Service Life: Designed to last for service life of motor. Provide AEGIS SGR Conductive MicroFiber Shaft Grounding Ring, or approved equal.

B. Application Note: Motors up to 100 HP shall be provided with one shaft ground ring installed on either the drive end or non-drive end. Motors over 100 HP shall be provided with an insulated bearing on the non-drive end and a shaft grounding ring on the drive end of the motor with the exception of line contact bearings in the drive end of the machine. In this instance the line contact bearing must be electrically insulated and the AEGIS Bearing Protection Ring installed on the opposite drive end of the motor. Grounding rings shall be provided and installed by the motor manufacturer’s recommendations.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install motors on motor mounting systems in accordance with motor manufacturer’s instructions, anchored to resist torque, drive thrusts, and other external forces inherent in mechanical work. Secure sheaves and other drive units to motor shafts with keys and Allen set screws on flat surface of shaft. Unless otherwise indicated, set motor shafts parallel with machine shafts.

B. Verify voltage with Electrical Plans.

END OF SECTION

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SECTION 23 05 14

HVAC CONDENSATE DRAIN PIPING SYSTEM

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide and install air conditioning condensate drains.

1.2 RELATED WORK

A. Division 23 - Mechanical
   1. Insulation
   2. Air Handling Units
   3. Chilled Water Pumps
   4. Equipment Drain Pans

PART 2 - PRODUCTS

2.1 PIPE MATERIAL

A. Type “L” copper with drainage pattern fittings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install the system to facilitate easy removal.
   1. Use threaded plugged tee at each change of direction to permit cleaning.
   2. Install a cleanout every 50 feet of straight run piping
   3. Maintain a positive slope on all piping

B. Install a water seal trap leg based on the fan pressure.
   1. Size the length of the trap leg 1 inch larger than the actual system pressure.

C. Install traps and cleanout as shown in the drawing details.
   1. Confirm requirements with manufacturer's installation instructions

3.2 SIZE PIPE AS SHOWN ON DRAWINGS.

A. Do not install piping sized smaller than the unit drain connection size.

3.3 SECONDARY DRAINS

A. Provide secondary drains where required by code, shown on the drawings, or where equipment has secondary drain connections.

END OF SECTION

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SECTION 23 05 18

VARIABLE FREQUENCY INVERTER

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install a variable frequencyinverter for the following equipment items.
   1. Variable Volume Air Handling Units.

1.2 RELATED WORK

A. Division 23 Mechanical
   1. Electrical Provisions of Mechanical Work.
   2. Air Handling Units
   3. Building Management Control System Sequences

1.3 COOPERATION WITH OTHER TRADES

A. Coordinate this work with work under Division 26 Electrical to ensure that intended functions are achieved.

B. Coordinate the size of the variable frequency inverter with the equipment being served by the inverter. The rated current output amps are to be equal to or greater than motor rated full load amps.

1.4 SUBMITTALS

A. Submit manufacturer's information and shop drawings as specified.
   1. Complete technical details.
   2. Dimensions and manufacturer's installation manual.
   3. Schematic diagrams of the circuitry and field connections.
   4. Manufacturer's start-up manual.

1.5 STANDARDS

A. UL.

B. CSA.

C. ISO 9001

D. NEC.

E. FCC.

1.6 WARRANTY

A. The manufacturer shall provide a full parts and labor warranty for a period of five (5) years from substantial completion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. ABB

B. Danfoss Graham

2.2 CABINET

A. The inverter and all accessories shall be provided within a wall mounted UL Listed NEMA 12 enclosure with deadsides and removeable, gasketed doors with provisions for locking. Cabinet shall be constructed of metal for reduction of radio frequency interference (RFI) and electromagnetic frequency interference.

2.3 INTERFERENCE WITH OTHER SYSTEMS

A. The inverter shall be designed and constructed to comply with IEEE Standard 519-1993 with respect to line noise and RFI generation. All units shall generate less than 3% total harmonic distortion back to the incoming power line at the point of common connection with sensitive equipment. A harmonic analysis shall be submitted with the approval drawings to verify compliance with the latest version of IEEE-519 voltage and current distortion limits as shown in Table 1.2 and 10.3 at the point of common coupling (PCC). The PCC shall be defined as the consumer-utility interface or primary side of the main distribution transformer.

B. Dual DC Bus filtered chokes (factory installed and wired in the drive enclosure) equivalent to 5% input line reactors shall be provided to minimize harmonics reflected onto the input line.
1. Shall not interfere with computer and other electronic systems in the building.
2. If not inherently protected, provide a suitable isolation transformer.
3. The system shall not produce spikes on the incoming line.

C. Any inverter that generates sufficient electrical line noise to interfere with the operation of sensitive building equipment shall be field modified or replaced by the inverter supplier at no additional cost to the Owner.

2.4 PROTECTIVE CIRCUITS

A. Provide the following protection:
1. Input line fuses or molded case circuit breaker rated at 100 AIC.
2. Input line noise suppression with MOV's (metal oxide varistors) and snubber circuits. MOV's shall be provided across incoming line terminals, AC input reactors, DC choke filters, and transistors to protect inverter from voltage surges and spikes.
3. Protection of solid state inverter devices by limiting output current to 110% of inverter rating, automatically prevent overcurrent trip due to momentary overload conditions.
4. Current limiting DC buss fuse between input and output sections of inventor.
5. Input overvoltage trip at 480 vac + 10% trip.
6. Input undervoltage at 480 vac – 10% trip
7. Instantaneous overcurrent protection of solid state inverter devices.
8. Individual overcurrent protection of solid state inverter devices.
9. Output overvoltage trip.
10. Loss of input phase, phase reversals, or blown fuse.
11. Thermal overload trip for overload protection of solid state devices.
12. Ground fault protection on start-up.
13. Output line to line short circuit protection.
14. Phase to phase short circuit or severe overload conditions of output.
15. Overload of motor.
16. Frequency stall.
17. DC buss high voltage.
18. Control function error.
19. Heatsink over temperature (Max. operating ambient: 122 degrees F)

20. Controller able to operate without a motor or any other equipment connected to the output (To facilitate startup and troubleshooting).
21. Capable of restarting into a rotating motor without component damage.
22. Shut down safely without component failure in the event of a sustained power loss, and will automatically return to normal operation, if start is "on" and power is restored.
23. Shut down safely without component failure in the event of a momentary power loss. Automatically return to normal operation if the start is "on", and normal power is restored. Capable of establishing speed control without shutdown or component failure.
24. Designed for input power contactor opening or closing while control is activated, without damage to the controller.
25. Automatically reset trip resulting from overcurrent, undervoltage, overvoltage, or over temperature, and automatically restart after removal, or correction of the faulty condition.
26. Provide status lights or digital display for indication of failure conditions, and form C relay provided for remote indication. Digital display or status lights to indicate power on, at speed, and drive enabled.
27. Operation and fault diagnostic function circuits shall be built into each inverter that provides information in determining the cause and source of a fault. Diagnostics to provide the following information:
    a. Operating mode at trip (Accel, Decel, Constant speed).
    b. Output current at trip.
    c. Output voltage at trip.
    d. Additional faults that occurred simultaneously of immediately before displayed tripped.

    Any drive requiring separate card to provide this information shall provide a diagnostic card for each drive.
28. DC link reactor.
29. Input power disconnect, lockable type.
30. Input power disconnect switch / circuit breaker, with lockable type handle.

2.5 OPERATOR DEVICES

A. The following operator devices shall be door or remote mounted:
    1. Digital keypad and LCD provided to perform all parameter adjustments, operation monitoring, and operation programming.
    2. Power on indication light.
    3. Flush mounted meters or digital display to indicate output voltage, output frequency, and output current, in percent of maximum 0 to 100%.
    4. Manual/Off/Auto 3 position selector switch (hand-off-auto) and manual speed setting control to provide the following control sequences:
        a. In automatic mode, controller shall follow an external control signal and respond to remote start-stop contact.
        b. In manual (hand) mode, controller shall follow speed signal set via door mounted keypad and start/stop switch. Switching from “hand” to “auto” and vice versa shall require a single keystroke to a dedicated changeover key. Inverters requiring multiple keystrokes and/or reprogramming of internal parameters to accomplish changeovers are not acceptable.
        c. An integral "safety interlock" protection shutdown circuit shall be provided for interface with firestats, smoke detectors, high static pressure limit switches, vibration switches, etc.
    5. Programmable lockout code to prevent unauthorized programming.
    6. Critical frequency avoidance capability (up to 3 resonant points).

2.6 FIELD ADJUSTMENTS

A. The following shall be adjustable in the field:
    1. Maximum Speed: 0 to 125% adjustable.
    2. Minimum Speed: 0 to 100% adjustable.

3. Acceleration/deceleration rates: 0 to 3600 sec.
4. Instantaneous overcurrent trip: 50% to 2000%.
5. Volts/hertz ratio: Field adjustable to 16 patterns or set for automatic selection of proper V/F load profile to operate motor without overdriving or overloading.
6. Current limit circuit: 60 to 100%.
7. Carrier frequency: 6 to 16 KHZ.
8. Control interface: selectable to follow a 0-5 VDC, 0-10 VDC, 4-20 MA, either direct or indirect acting.
9. Control signal Bias: 0 to 80 HZ.
10. Control signal gain: 0 to 80 HZ.
11. Calibration of remote speed signal: 0 to 80 HZ.

2.7 ELECTRICAL CONSTANT SPEED BYPASS

A. Provide all components and circuitry necessary to provide manual bypass of the inverter. The bypass package shall be mounted in a cabinet common with the inverter and shall be constructed in such a manner that the inverter can be removed for repair while still operating the motor in the "bypass" mode. Manual bypass shall contain the following:
   1. Two contactors mechanically interlocked via a three position through the door selector switch to provide the following control:
      a. "Inverter" Mode connects the motor to the output of the inverter.
      b. "Bypass" Mode connects the motor to the input sine wave power. Transfer must occur with input disconnect open. Motor is protected via thermal overload.
      c. "Off" Mode disconnects motor from all input power.
   2. A molded case circuit breaker or fused disconnect switch with door interlocked handle (lock out type) that interrupts input power to both the bypass circuitry and the drive.
   3. An input contactor, interlocked with both the thermal motor overload and external safeties which disconnects power to the motor regardless of the mode of operation (either "inverter" or "bypass" mode).
   4. A thermal overload to provide protection of motor in the bypass mode.
   5. A safety interlock circuit that disconnects power to the motor (regardless of the mode of operation – “inverter” or “bypass”) in response to a signal from the thermal overload and/or external safety circuits.
   6. Line voltage to 24 volt DC power source, fused per NEC, shall provide power to all bypass control circuits.

2.8 SERIAL COMMUNICATIONS

A. The VFD shall have the capability of communicating with the EMS control system via an RS-485 serial port.

B. VFD shall be provided with protocol information specific to the selected EMS control manufacturer and shall be pre-configured at the factory to automatic communications, without the need for field programming.

C. Serial communications capabilities shall be included, but not limited to: run/stop control, speed set adjustment, proportional/integral or PID control adjustments, current limit and accel/decel time adjustments. The drive shall also have the capability of allowing the DDC system to monitor the following feedback signals: process variable, output speed/frequency, current, torque, power (KW), operating hours, kilowatt hours; relay outputs, and diagnostic warning and fault information.

D. The VFD shall allow the DDC system to control the drive’s digital and analog outputs and monitor all drive digital and analog inputs via the serial interface.

E. Provide BACnet interface card.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation as per manufacturer's recommendations and requirements.
   1. Inverter chassis is properly grounded.
   2. Line, Load, Control, and Fire/Safety wiring are installed in separate conduits.
   3. Both ends of conduit entering and leaving VFD into AHU cabinets and motors must be sealed air tight.

3.2 MANUFACTURER START-UP SERVICE

A. Factory trained personnel shall be provided for start-up assistance, minimum (1) day per unit.
   1. The manufacturer shall provide start-up commissioning of the VFD and its optional circuits by a factory certified service technician who is experienced in start-up and repair services. Sales personnel and other agents who are not factory certified shall not be acceptable as commissioning agents.
   2. Start-up services shall include checking for verification of proper operation and installation for the VFD, its options and its interface wiring to the building automation system.
   3. Adjustable devices, components, and assemblies to assure optimum performance.
   4. Make final adjustments to the installed drive to assure proper operation of the fan system. Obtain performance requirements from installer of driven loads.
   5. Assistance will be provided to the Owner (upon request) to determine the optimum capacitance for per factory correction and avoidance of potential resonance problems and will determine optimum line filter required.
   6. A written report, duly signed by the technician detailing set points of adjustable devices, amperages recorded, and any other pertinent data. This information is to be included in the operation and maintenance manual.

B. Input DC voltage to dry motor windings when fan is not in operation at the following locations:
   1. Cooling tower fan motor
   2. Motors downstream of coils
   3. Rooftop unit motors

3.3 DEMONSTRATION AND TRAINING

A. Provide system demonstration to personnel, Owner, and/or Owner's selected representatives.

B. Demonstrate operation of controllers in the automatic and manual modes.

C. Provide a minimum of two days of technical training for the owner's operating and technical staff. Schedule training with owner's authorized representatives, during normal business hours and not less than 30 days prior to planned session.

D. Training may be consecutive or random, at Owner's option.

END OF SECTION

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SECTION 23 05 19

HVAC PRESSURE AND TEMPERATURE INSTRUMENTS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. This section specifies gauges, thermometers, wells and/or pressure and temperature test stations to be installed as specified.

1.2 RELATED WORK

A. Division 23, Mechanical
   1. 23 05 00 - Mechanical General Provisions
   2. 23 20 00 - Pipe and Pipe Fittings, General
   3. 23 05 23 - Valves, Strainers and Vents
   4. 23 21 13 - Hot Water and Chilled Water Piping, Valves and Appurtenances

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - GAUGES AND THERMOMETERS

A. Trerice

B. Taylor

C. Marsh

D. Weksler

E. Marshalltown

F. Weiss

G. Miljoco

2.2 PRESSURE GAUGES

A. Case and Ring: 4" type 304 stainless steel; liquid filled case with stainless steel bayonet ring.

B. Dial: White aluminum with black markings

C. Window: Clear acrylic

D. Tube: Phosphor bronze and forged brass socket.

E. Gauge accuracy: +/- 1% over operating range.

F. For pulsating service, provide impulse dampers.

G. Without flange for pipe mounting.

H. With flange for wall mounting.

I. Weiss Model: LF44S-1B or equal.

2.3 THERMOMETER WELLS

A. Brass or type 300 stainless steel. Machined bar stock, 1-piece construction.

B. Where installed in insulated piping or vessels, provide with extension neck to match insulation thickness.

C. Provide metal-to-metal contact with bulb chamber for maximum sensitivity.

D. Wells shall be sized to extend a minimum of 50% into pipe.

2.4 THERMOMETERS IN PIPING SYSTEMS OR VESSELS

A. Die cast aluminum case with baked epoxy finish.

B. Adjustable angle 9" scale length.

C. Clear acrylic window.

D. Brass stem, length to match well.

E. Red reading organic spirit filled-in magnifying glass column.

F. White background with black figures and markings.

G. Brass stems and union connections.

H Accuracy: +/- 1% of scale range.

I. Range:
1. Hot water lines: 30°F to 240°F.
2. Chilled water lines: 0°F to 100°F or 120°F
3. Condenser water: 0°F to 100°F.

2.5 PRESSURE AND TEMPERATURE TEST STATIONS

A. "Test Station" fitting to receive either a temperature or pressure probe. Fitting shall be solid brass with two valve cores of Nordel.
1. Fitted with a color coded cap strap with gasket.
2. Acceptable Manufacturer: Peterson Equipment Company.
3. Provide with extension neck to match insulation thickness.

B. Provide to the Owner a fitted case with:
1. Two 0-100 psi pressure gauges as specified and adapters with 1/8" OD probe.
2. Four 5" stem pocket testing thermometers.
a. Two with range 25°F to 125°F for chilled water and condenser water.
b. Two with range 0°F to 220°F for hot water.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with drawing details and manufacturer's recommendations.

B. Provide a ball valve at each gauge.

C. Locate gauges and thermometers to be easily readable from the floor at a 5'-6" eye level. Use adjustable angle or rigid stem as required. Install gauges in upright position.

D. Install gauges in the following locations: across pumps, chiller cooler and condenser, storage tanks, heat exchangers.

E. Test wells for automatic temperature controls shall be furnished by Building Management Control Section and installed by Mechanical Contractor.

F. Install thermometer in the following locations: Across chiller cooler and condenser, storage tanks, across heat exchangers, across boiler, leaving side of water heater, leaving water side of tempered water valves, common chilled and hot water lines.
1. Hot water lines: 30°F to 240°F.
2. Chilled water lines: 0°F to 100°F or 120°F
3. Condenser water 0°F to 100°F.

END OF SECTION

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SECTION 23 05 23

HVAC VALVES, STRAINERS AND VENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. HVAC Valves

B. Pipe strainer and suction diffusers.

PART 2 - PRODUCTS

2.1 VALVES

A. Pressure Ratings:
1. Unless otherwise indicated, use valves suitable for 125 minimum psig working steam pressure (WSP) and 450°F.
2. The pressure temperature rating of valves shall be not less than the design criteria applicable to components of the system.

B. Butterfly Valves
1. Butterfly valves shall conform to MSS-SP67.
2. Liners, inserts and discs shall be suitable for the intended service.
3. Valves shall have a full lug type body designed for installation between ANSI standard flanges, and shall be rated at full working pressure with downstream flange removed.

C. Balancing Valves
1. Provide balancing valves with:
   a. Corrosion resistant plug with resilient seal when required.
   b. O-ring stem seal.
   c. Permanently lubricated, corrosion resistant bearings.
2. Connections
   a. Through 2" pipe size use threaded connections.
   b. For valves 2-1/2" pipe size and larger shall be provided with 150 psig flange connections.
3. Provide each valve with:
   a. Memory stop.
   b. Plastic drip cap.
   c. 1/8" gauge tap.

D. Ball Valves
1. Provide ball valves with:
   a. Blowout proof stem.
   b. Full size port, 316 stainless steel ball and stem.
   c. Cast bronze body.
   d. Threaded ends.
2. Seat, seals, thrust washers and packing shall be suitable for the intended service.
3. Service rating:
   a. 150 psi saturated steam.
   b. 600 psi WOG.
4. Where piping is insulated, ball valves shall be equipped with 2” extended handles of non-thermal conductive material. Provide a protective sleeve that allows operation of the valve without breaking the vapor seal or disturbing the insulation.

5. Provide with memory stop for balancing valves.

E. Valve Connections
1. Provide valves suitable to connect to adjoining piping as specified for pipe joints. Use pipe size valves. Sweated joints are not allowed.
2. Thread pipe sizes 2" and smaller.
3. Flange pipe sizes 2-1/2" and larger.
4. Use screw to solder adapters for copper tubing.
5. Use grooved body valves with mechanical grooved jointed piping.

F. Valve Operators
1. Where butterfly valves are provided:
   a. Provide gear operators on valves 6" and larger.
   b. Where valves are located 7' or more above the finished floor in equipment room areas provide chain-operated sheaves. Extend chains to about 5' above floor and hook to clips, arrange to clear walking space.
   c. Lever lock handle with toothed plate for shut-off service and infinitely adjustable handle with lock and nut and memory stop for throttling service on valves 4" and smaller.
   d. Provide worm gear operators on discharge side of pumps for balancing, for all sizes of valves.
   e. All valves 2-1/2” and larger provided by Milwaukee Valve shall be provided with gear operators.

G. Acceptable Manufacturers
1. Dezurik
2. Crane
3. Nibco
4. Keystone
5. Milwaukee Valve

H. Check Valves
1. Bronze body, 2" and smaller, bronze disc (Teflon disc for steam service), regrinding swing check, screw-in cap, threaded connection.
2. Iron body, 2-1/2" and larger, bronze trim, non-slam: stainless steel pins and springs, and bronze plate or bronze mounted, regrind-renew check, bronze seat ring and disc. Provide either wafer or threaded lug.
3. Acceptable Manufacturers
   a. Mission Duochek
   b. Nibco
   c. Keystone
   d. Milwaukee Valve

I. Provide valves of same manufacturer throughout where possible.

J. Provide valves with manufacturer's name and manufacturing location, duty and pressure rating clearly marked on outside of body.

K. Where valves are installed in insulated piping, provide with extended neck so valve operator and stop plate clears the full thickness insulation.

L. Provide valve, seat and trim materials suitable for the intended service.

M. Provide memory stops for all valves used for throttling service. Valves for throttling service shall be butterfly, plug, caged or ball type.

2.2 PIPE SYSTEMS STRAINERS

A. Body:
   1. "Y" pattern or basket as shown on the drawings.
   2. Line size.
   3. Threaded strainer blow down port.
   4. ASTM A #126 Class B Cast Iron Body.

B. Construction:
   1. 2" size and smaller with screw connections rated 400 psi WOG.
   2. Over 2" size with flanged connections, rated 125 psi WOG.

C. Fabricate screens of Monel or type 304 stainless steel:
   1. With 20 mesh woven wire in piping systems through 2".
   2. With 0.45 perforations in piping systems 2-1/2" and 3".
   3. With 0.125 perforations in piping systems 4" and larger.

D. Start-up:
   1. Provide an additional fine mesh disposable screen for use during start-up operations.
   2. Remove after 30 days.
   3. Attach to piping for owners review.

E. Acceptable Manufacturers
   1. Crane
   2. Keckley
   3. Zurn
   4. Mueller
   5. McAlear
   6. Muesco

2.3 SUCTION DIFFUSER

A. For each pump as shown on the drawing, provide an angle type suction diffuser. Body is to fit both the pump inlet and suction pipe size.

B. Components:
   1. Inlet straightening vanes.
   2. Removable end cap.
   3. Gauge ports.
   4. Threaded strainer blow down port.
   5. Adjustable support foot.
   6. Removable magnetic insert.

C. The screen shall be as specified for pipe system strainers.

D. Provide an additional fine mesh disposable strainer for use during start up operations.
   1. Remove after 30 days operation and all flushing is complete.
   2. Attach to piping for owners review.

E. Construction:
   1. 2" size and smaller with screw connections rated 400 psi WOG.
   2. Over 2" size with flanged connections, rated 125 psi WOG.

F. Fabricate screens of Monel or type 304 stainless steel:
   1. With 20 mesh woven wire in piping systems through 2".
   2. With 0.045 perforations in piping systems 2-1/2" and 3".

3. With 0.125 perforations in piping systems 4" and larger.

2.4 VALVE SCHEDULE

A. Hydronic Service
1. Chilled Water Service
a. Ball Valves up to 2": Nibco T-585-70-66 w/Nib-Seal insulated Handle
b. Butterfly Valve 2-1/2" and larger: Nibco LD - 2000
Keystone Figure 222
2. Heating & Condenser Water Service
a. Ball Valves up to 2": Nibco T-585-70-66
b. Butterfly Valve 2-1/2" and larger: Nibco LD - 2000
Keystone Figure 222
3. Check Valve:
a. Nibco Check Valve: T - 413 - B
b. Nibco Check Valve 2-1/2" and larger: F - 918 - B
c. Nibco Check Valve 2-1/2" and larger: W - 920 -W (Wafer)
d. Keystone Check 2-1/2" and larger: FIQ 810

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install valves with stems upright or horizontal, not inverted.

B. Install valves for shut-off and isolating service at each piece of equipment, at vertical risers, and where shown on the drawings.

C. Use butterfly valves and ball valves in circulating water systems, for balancing duty. Provide infinite position gear operator with memory stop.

D. Provide drain valves at main shut-off valves and low points of piping and apparatus so the systems can be entirely drained.
1. 1" valve for pipes 6" and larger.
2. 3/4" valve for pipes smaller than 6".
3. Terminate with pipe plug.
4. Drain valves shall be ball valves.

E. Where valves are installed in insulated pipe, valve operator shall have an insert so the lever or handle will not damage the insulation. Install handles so the lever or handles will not damage the insulation.

F. Provide clearance for installation of insulation and access to valves.

G. Provide access where valves are not exposed.

H. Provide float valves / stilling wells in cooling tower or condenser water basins for water level control. Provide stilling wells around float valve to prevent turbulence ripples or wind interference.

3.3 PIPE SYSTEMS STRAINERS

A. Provide an additional fine mesh disposable strainer for use during start up operations.
1. Remove after 30 days operation and all flushing is complete.
2. Attach to piping for owners review.

B. Provide strainer in supply piping for all coil connections.

C. Provide strainer in condenser water piping entering chiller.

3.4 WATER SYSTEM AIR VENTS

A. Provide manual air vents at high points and at any other air pockets of closed circulating pipe systems. Extend 3/8" hard drawn copper tubing discharge drains to nearest floor or hub drain. Provide 1/4" Ball Valve as specified.

B. Where high point vents are not readily accessible provide additional valves at vent termination.

END OF SECTION

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SECTION 23 05 48

VIBRATION ISOLATION

PART 1 - GENERAL

1.1 SCOPE

A. Furnish, install, and adjust vibration isolation.

1.2 RELATED WORK

A. Division 23 Mechanical.
   1. Refer to the Section on Ductwork for flexible connections between fans and ducts.
   2. Refer to the Section on Equipment Supports for equipment foundation pads.

1.3 SUBMITTALS

A. Submit product data showing type, size, load, deflection and other information required. Include clearly outlined procedures for installing and adjusting isolators.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Amber Booth
B. Kinetics
C. Mason
D. Korfund
E. VSI.
F. Vibration Eliminator Co., Inc.
G. Metraflex

2.2 ISOLATOR TYPES

A. Neoprene mountings shall have a minimum static deflection of 0.35 inches (9mm). All metal surfaces shall be neoprene covered and have friction pads both top and bottom. Bolt holes shall be provided on the bottom and a tapped hole and cap screw on top. Steel rails shall be used above the mountings under equipment such as small vent sets to compensate for the overhang.

B. Spring isolators shall be free standing and laterally stable without any housing and complete with a molded neoprene cup or ¼ inch (6mm) neoprene acoustical friction pad between the base plate and the support. All mountings shall have leveling bolts that must be rigidly bolted to the equipment. Installed and operating heights shall be equal. The ratio of the spring diameter divided by the compressed spring height shall be no less than 0.8. Springs shall have a minimum additional travel to solid equal to 50% of the rated deflection. Submittals shall include spring diameters, deflection, compressed spring height and solid spring height.

C. Flexible spherical expansion joints shall employ Peroxide cured EPDM in the covers, tubes and frictioning of the reinforcement. Reinforcement must be DuPont Kevlar. Solid steel rings shall be used within the raised face rubber ends to prevent pullout. No substitutions for the DuPont Kevlar or the solid steel embedded flange rings are acceptable. Sizes 2 inch (50mm) and larger shall have two spheres reinforced with a metal ring between spheres to maintain shape and complete with split ductile iron or steel flanges with hooked or similar interlocks. Sizes 16 inch (400m) to 24 inch (600mm) may be single sphere. Sizes 3/4 inch (20mm) to 1-1/2 inch (40mm) may have threaded bolted flange assemblies, one sphere and cable retention. 14 inch (300mm) and smaller connectors shall be rated at 250 psi (17 BAR) up to

190°F (88°C) with a uniform drop in allowable pressure to 190 psi (13 BAR) at 250°F (121°C). 16 inch (400mm) and larger connectors are rated 180 psi (12 BAR) at 190°F (88°C) and 135 psi (9 BAR) at 250°F (121°C). Safety factors to burst and flange pullout shall be a minimum of 3/1. All joints must have permanent markings verifying a 5 minute factory test at twice the rated pressure. Concentric reducers to the above specifications may be substituted for equal ended expansion joints.

High pressure joints shall be substituted for the above where operating pressures are higher than standard. Expansion joints shall be installed in piping gaps equal to the length of the expansion joints under pressure. Control rods need only be used in unanchored piping locations where the manufacturer determines the installation exceeds the pressure requirement without control rods. Control rods are not desirable in seismic work. If control rods are used, they must have ½- inch (12mm) thick Neoprene washer bushings large enough in area to take the thrust at 1000 psi (6.9 N/mm5) maximum on the washer area. Standard diameter bolt washers are not acceptable.

Submittals shall include two test reports by independent consultants showing minimum reductions of 20 DB in vibration accelerations and 10 DB in sound pressure levels at typical blade passage frequencies on this or a similar product by the same manufacturer. All expansion joints shall be installed on the equipment side of the shut offvalves.

2.3 ISOLATOR APPLICATION

EQUIPMENT	ISOLATOR TYPE	MINIMUM DEFLECTION
Chiller	A	0.35”

2.4 PIPING ISOLATOR APPLICATIONS

EQUIPMENT	ISOLATOR TYPE
Floor Mounted Pumps	C
Chiller Pipe Connections	C

2.5 FLEXIBLE CONNECTIONS IN PIPING AT PUMPS

A. Provide flexible connections at suction and discharge of chilled water pumps, piping connections on chillers and where indicated on drawings. Refer to schedule above.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Stock Requirements. The isolation manufacturer's representative shall maintain an adequate stock of springs and isolators of type used so that changes required during construction and installation can be made.

B. Factory Representation. After installation, furnish factory-trained representative of the isolation manufacturer to check various isolators and report measured versus anticipated deflection on all isolators. Have the representative certify that isolators have been installed in accordance with manufacturer's recommendations and approved submittals. Provide written report to Engineer indicating compliance prior to final acceptance.

END OF SECTION

SECTION 23 05 93

TESTING, BALANCING AND ADJUSTING (TAB) OF ENVIRONMENTAL SYSTEMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Balance, adjust and test the air distribution system including the exhaust system.

B. Balance, adjust and test the hydronic system.

C. Verify and record the duct tests results performed by the mechanical contractor.

1.2 RELATED SECTIONS

A. COORDINATION OF TESTING AND BALANCING

1.3 PAYMENT PROCEDURES

A. The work of this Section of the Specifications shall bid the project directly to the Prime Contractor.

1.4 SUBMITTALS

A. History of the TAB organization.

B. Agency certification.

C. Personnel qualifications.

D. TAB data forms.

E. Instrumentation list.

F. Name of the project supervising engineer.

G. Name and address and contact person of five successfully completed projects of similar size and scope.

H. To perform required professional services, the balancing agency shall have a minimum of one test and balance engineer certified by the Associated Air Balance Council.

1.5 TAB FIRM QUALIFICATIONS

A. The organization performing the work shall be a Certified member in good standing of the (AABC) Associated Air Balance Council.

B. Able to furnish evidence of having contracted for and completed not less than five systems of comparable size and type that have served their Owners satisfactorily for not less than five years.

C. A specialist in this field and have the personnel, experience, training, skill, and the organization to perform the work.

D. The balancing agency shall furnish all necessary calibrated instrumentation to adequately perform the specified services. An inventory of all instruments and devices in possession

of the balancing agency may be required by the engineer to determine the balancing agency's performance capability.

E. The balancing agency shall have operated for a minimum of five years under its current name.

F. Personnel:
1. The project supervisor shall be a Professional Engineer registered in Texas.
   a. Extensive knowledge of the work involved.
   b. At least five years experience conducting tests of the type specified.
   c. This test and balance engineer shall be responsible for the supervision and certification of the total work herein specified.
2. All work shall be conducted under the direct supervision of the supervising engineer.
3. Technicians shall be trained and experienced in the work they conduct.

1.6 WARRANTY

A. Provide (AABC) guarantee in writing.

B. Extended warranty.
1. Include an extended warranty of 2 years after completion of test and balance work, during which time the Engineer may request a retest or resetting of any outlet or other items as listed in the test report.
2. Provide technicians and instruments to assist the Engineer in making any tests he may require during this period.
3. The balancing agency shall perform an inspection of the HVAC system during the opposite season from that which the initial adjustments were made. The balancing agency shall make any necessary modifications to the initial adjustments to produce optimum system operation.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 TAB TOLERANCES

A. The water, outside air, supply air, return air, and exhaust air for each system shall be adjusted to within +/- 5% of the value scheduled on the drawings.

3.2 SITE VISITS

A. During construction, the balancing agency shall inspect the installation of the piping systems, sheetmetal work, temperature controls, energy management system, and other component parts of the heating, ventilating, and air conditioning systems. One inspection shall take place when 60% of the ductwork is installed and another inspection shall take place when 90% of the equipment is installed. The balancing agency shall submit a brief written report of each inspection to the architect and engineer.

B. Upon completion of the installation and start-up of the mechanical equipment by the mechanical contractor, the balancing agency shall test and balance the system components to obtain optimum conditions in each conditioned space of the building. If construction deficiencies are encountered that preclude obtaining optimum conditions, and the deficiencies cannot be corrected by the mechanical contractor within a reasonable period of time, the balancing agency shall cease testing and balancing services and advise the architect, engineer, general contractor and owner, in writing, of the deficiencies.

C. Note proper piping installation, location of valves, and flow measuring instruments.

D. Make one series of visits, phased as required by construction progress, prior to installation of the ceiling. Note proper installation of balancing dampers.

E. Continue the site visits up to completion of project. In each succeeding report, list corrections made from previous reports.

3.3 TESTING INSTRUMENTS

A. Submit a list of all instruments to be used for the test and balance procedures.
   1. Catalog sheets
   2. Certificate of last calibration
   3. Calibration within a period of six months prior to balancing

B. Testing equipment shall be in good working order and tested for accuracy prior to start of work.

3.4 COORDINATION WITH OTHER SPECIFICATION SECTIONS

A. Review the related ductwork shop drawings and piping shop drawings. Make recommendations concerning suitability with respect to the testing, balancing and adjusting work.

B. Make tests to verify proper placement of the static pressure sensors for the variable air volume fan system control.

C. In cooperation with the work specified in Building Management and Control System section, a systematic listing of the testing and verification shall be included in the final TAB report. The TAB firm shall provide a laptop computer to operate with the Building Management and Control System. Building Management and Control System shall provide all necessary software and special interface cables, as required, to communicate with the DDC system:
   1. Work with the temperature control contractor to ensure the most effective total system operation within the design limitations, and to obtain mutual understanding of the intended control performance.
   2. Verify that all control devices are properly connected.
   3. Verify that all dampers, valves, and other controlled devices, are operated by the intended controller.
   4. Verify that all dampers and valves are in the position indicated by the controller (open, closed or modulating).
   5. Verify the integrity of valves and dampers in terms of tightness of close-off and full open positions. This includes dampers in multizone units, terminal boxes and fire/smoke dampers.
   6. Observe that all valves are properly installed in piping system in relation to direction of flow and location.
   7. Observe the calibration of all controllers.
   8. Verify the proper application of all normally opened and normally closed valves.
   9. Observe the locations of all thermostats and humidistats for potential erratic operation from outside influences such as sunlight, drafts or cold walls.
   10. Observe the location of all sensors to determine whether their position will allow them to sense only the intended temperatures or pressures of the media. Control contractor will relocate as deemed necessary by the Engineer.
   11. Verify that the sequence of operation for any control mode is in accordance with the approved shop drawings and specifications. Verify that no simultaneous heating and cooling occurs.

12. Verify the correct operation of all interlock systems and installation is per the manufacturer recommendations.
13. Check all dampers for free operation.
14. Verify that all controller setpoints meet the design intent.
15. Perform variable volume system verification to assure the system and its components track with changes from full flow to minimum flow.

D. Upon completion of the testing and balancing, submit three days prior notice that the systems are ready for a running test. A qualified representative of the test and balance organization shall be present, with a representative from the engineers office, to field verify TAB report readings. Specific and random selections of data recorded in the certified test and balance report will be reviewed.

3.5 INSTRUMENT TEST HOLES

A. When it is required to make holes in the field to measure temperature, static pressure or velocity in the ducts:
1. Drill holes, plug and tape external duct insulation.
2. Repair damaged insulation to Engineer's approval.

3.6 TESTING THE AIR DISTRIBUTION SYSTEM

A. The TAB agency shall verify that all ductwork, dampers, grilles, registers, and diffusers have been installed per design and set full open. The TAB agency shall perform the following TAB procedures in accordance with the AABC National Standards and all results shall be recorded in the TAB report:
1. Supply Fans:
a. Fan speeds: Test and adjust fan RPM to achieve design CFM requirements.
b. Current and Voltage: Test and record motor voltage and amperage, and compare data with the nameplate limits to ensure fan motor is not in or above the service factor.
c. Pitot-Tube Traverse: Perform a Pitot-Tube traverse of the main supply and return ducts, as applicable, to obtain total CFM. If a Pitot-Tube traverse is not practical, an explanation of why a traverse was not made must appear on the appropriate data sheet. Measurements must be recorded with an Inclined Manometer or an Inclined/Vertical Manometer.
d. Outside Air: Test and adjust the outside air on applicable equipment using a Pitot-Tube traverse. If a Pitot-Tube traverse is not practical, an explanation of why a traverse was not made must appear on the appropriate data sheet. If a traverse is not practical, use the mixed air temperature method, if the inside and outside temperature difference is at least 20°F, or use the difference between Pitot-tube traverse of the supply and return ducts.
e. Static Pressure: Test and record system static pressure, including the static pressure profile of each supply fan.
2. All Other Fans:
a. Fan speeds: Test and adjust fan RPM to achieve design CFM requirements.
b. Current and Voltage: Test and record motor voltage and amperage, and compare data with the nameplate limits to ensure fan motor is not in or above the service factor.

c. Pitot-Tube Traverse: Perform a Pitot-Tube traverse of the main return ducts, as applicable, to obtain total CFM. If a Pitot-Tube traverse is not practical, an explanation of why a traverse was not made must appear on the appropriate data sheet. Measurements must be recorded with an Inclined Manometer or an Inclined/Vertical Manometer.

d. Static Pressure: Test and record system static pressure, including the static pressure profile of each return fan.

3. VAV Terminal Units:

a. Set and record volume regulators on all terminal boxes to meet design maximum and minimum CFM requirements.

b. Identification: Identify the type, location, and size of each terminal unit. This information must be recorded on the terminal box data sheets.

4. Diffusers, Registers and Grilles:

a. Tolerances: Test, adjust, and balance each diffuser, grille, and register to within 5% of design requirements. Minimize drafts. Observe throws are in direction as indicated on drawings.

5. Coils (including electric coils):

a. Air Temperature: Once air flows are set to acceptable limits, take wet bulb (cooling coil only) and dry bulb air temperatures on the entering and leaving side of each coil. Calculate the sensible and latent (cooling coil only) capacity of the coil. Provide information in TAB report.

B. Record preliminary air handler data, including fan RPM and static pressures across filter, fans and coils.

C. Perform a velocity traverse of the main supply ducts using a pitot-tube and inclined manometer to establish initial air delivery. Perform a Pitot-tube traverse of main supply and return ducts, as applicable, to obtain total CFM. If a pitot-tube traverse is not practical, a detailed explanation of why a traverse was not made must appear on the appropriate data sheet.

D. Where air measuring stations are installed, use pitot tube traverse readings to verify and record the correct calibration of the stations output.

E. Make adjustments in fan RPM and damper settings, as required, to obtain design supply air, return air, and outside air.

F. Measure and adjust all supply and return branches to design air delivery.

G. Measure and adjust all diffusers to design air delivery to +/- 5% of design requirements.

H. Make a set of recordings showing final system conditions.

3.7 TESTING THE HYDRONIC SYSTEMS

A. The TAB agency shall, as applicable, verify that all hydronic equipment, piping, and coils have been filled and purged; that strainers have been cleaned; that water has been flushed and is in a clean condition, and that all balancing valves (except bypass valves) are set full open. As applicable, check air vents and expansion or compression tank for proper operation. The TAB agency shall perform the following testing and balancing functions in accordance with the AABC National Standards and all results shall be recorded in the TAB report:

1. Record preliminary pump data.

a. Pump RPM.

b. Pump shut-off differential head.

c. Pump operating differential head.

d. Check and verify pump alignment.

e. Verify impeller diameter.

B. Adjust balancing valves in the pump discharge lines to obtain design water quantity as read from the manufacturer's pump curve and from a flow meter.

C. In variable flow systems, the water flow of the pump shall be set at the scheduled gpm, not the total of all the valves. Determine the diversity of the system and balance the individual coils with the maximum pump water quantity flowing in the system.

D. Balance flow through:
1. Chillers.
2. Coils.
3. Boiler.
4. Pumps
5. Condensers.
6. Cooling tower.
7. Heat Exchanger.

E. Use flow meters, differential pressures and temperature relationships as required.

F. Balance by-pass lines to obtain the same pressure drop with systems on by-pass as full flow through the coil including the valve.

G. Repeat steps, as required, to obtain a final systems balance and make a set of recordings showing final systems conditions.

H. Pumps:
1. Test and adjust pumps to meet design water flow requirements. Check pumps for proper operation. Pumps shall be free of vibration and cavitation Record appropriate gauge readings for final TDH and Block-Off\Dead head calculations. Check and verify pump alignment.
2. Current and Voltage: Test and record motor voltage and amperage, and compare data with the nameplate limits to ensure pump motor is not in or above the service factor.

I. Coils:
1. Tolerances: Test, adjust, and balance all chilled water and hot water coils within 5% of design flow requirements.
2. Verification: Verify the type, location, final pressure drop and water quantity (GPM) of each coil. Calculate the actual capacity of all coils. This information shall be recorded on coil data sheets.

J. Chillers:
1. Verify that chillers have been started by the manufacture and are in operation. Test and adjust chiller water flows to within 5% of the design requirements by using a U-TUBE manometer and setting balancing valves.
2. Current and Voltage: Test and record motor voltage and amperage, and compare data with the nameplate limits to ensure compressor motor is not in or above the service factor.
3. Test and record temperature profiles of each chiller at design water flow.

3.8 EQUIPMENT POWER READINGS

A. Record the following information for each motor:
1. Equipment designation.
2. Manufacturer.
3. Unit model number and serial number and frame.

4. Motor nameplate horsepower; nameplate voltage; phase and full load amperes.
5. Heater coil in starter.
   a. Rating in amperes.
   b. Manufacturer's recommendation.
6. Motor RPM/driven equipment RPM.
7. Power reading (voltage, amperes of all legs at motor terminals).

3.9 CHILLERS (Water Cooled)

A. Balance flow of water thru each evaporator and condenser to be within a range of 100% to 110% of design flow with all pumps operating. With only one pump operating, the maximum flow shall not exceed the maximum tube velocity recommended by the manufacturer.

B. Verification of safety interlocks and controls are the responsibility of the manufacturer.

C. With each chiller operating at near design temperature and water flow conditions, measure and record the following:
1. Manufacturer, model number, serial number and all nameplate data.
2. Evaporator water entering temperature, leaving temperature, pressure drop (ft.) and water quantity (GPM).
3. Condenser water entering temperature, leaving temperature, pressure drop (ft.) and water quantity (GPM).
4. Evaporator and condenser refrigerant temperatures and pressures (using instruments furnished with the machine by the manufacturer).
5. Volts and amps for each phase.
6. Power factor.
7. KW input.
8. Tons of cooling.
9. KW per ton of cooling.

D. Reference chiller specification for additional requirements.

3.10 CHILLERS (Air Cooled)

A. Balance flow of water through each evaporator to be within a range of 100% to 110% of design flow with all pumps operating. With only one pump operating, the maximum flow shall not exceed the maximum tube velocity recommended by the manufacturer.

B. Verification of safety interlocks and controls are the responsibility of the manufacturer.

C. With each chiller operating at near design temperature conditions, measure and record the following:
1. Manufacturer, model number, serial number and all nameplate data.
2. Evaporator water entering temperature, leaving temperature, pressure drop (ft.) and water quantity (GPM).
3. Condenser air entering temperature, leaving temperature.
4. Evaporator and condenser refrigerant temperatures and pressures (using instruments furnished with the machine by the manufacturer).
5. Volts and amps for each phase.
6. Power factor.
7. KW input.
8. Tons of cooling.
9. KW per ton of cooling.

D. Reference chiller specification for additional requirements.

3.11 TESTING THE VARIABLE AIR VOLUME SYSTEM

A. All VAV boxes used are to be calibrated to produce the rated air quantity.

B. Set and record the supply air static pressure controller to provide actual design air flow at the most resistive terminal.

C. Measure and adjust the design air delivery at the inlet of each VAV box.

D. Measure and record the air quantity from each VAV box at its maximum flow. Manipulate the controller to achieve maximum flow.

E. Reset each box to yield and record minimum primary air flow.
   1. DDC controllers record the correction factor required to establish actual desired air quantity as designed.
   2. Pneumatic controllers adjust velocity controller as required to establish actual desired air quantity as designed.

F. If the box is operating with inlet static pressure in excess of the minimum cataloged pressure specified by the manufacturer and is not producing rated air quantity, field adjust the box to produce rated air quantity. Retest until approved results are obtained.

G. Position the VAV boxes to the proportion of maximum fan air volume to total installed box maximum volume.

H. Set the fan to deliver the AHUs scheduled design airflow.

I. Perform and record a total air traverse.

J. With the system terminal boxes set for full flow or diversity, the system will be delivering the scheduled design CFM with the most restrictive box in control. Make a speed increase if either or both static and volume are low.

K. Set the boxes to minimum and adjust the inlet vanes and or speed controllers to prevent excessive static in the system.

L. Coordinate with the work specified in Building Management and Control System on the final location of the sensors for the static pressure controller. Locate in the supply duct far enough from the fan discharge to be truly representative of the average static pressure in the system.

M. Modulate the fan speed on the supply fan. Adjust as required to coordinate with the static pressure sensing network.

N. Make a set of recordings showing final system conditions including system duct static pressures and control system setpoint.

3.12 DUCT TEST

A. Test and Balancing Contractor shall verify and record the duct test results. A copy of the duct test results, as completed, shall be submitted to the engineer for review within five days. Provide a complete report of all the duct test results in the final TAB report.

3.13 DIRECT EXPANSION EQUIPMENT

A. With each unit operating at near design conditions, measure and record the following:
   1. Manufacturer, model number, serial number and all nameplate data.

2. Ambient temperature, condenser discharge temperature.
3. Amperage and voltage for each phase.
4. Leaving and entering air temperatures.
5. Suction and discharge pressures and temperatures.
6. Tons of cooling.
7. Verification that moisture indicator shows dry refrigerant.

3.14 TAB REPORT

A. The activities described in this specification shall be recorded in a report form; and four individually bound copies shall be provided to the Architect and Engineer. Neatly type and arrange data. Include with the data the date tested, personnel present, weather conditions, nameplate record of the test instruments used and list all measurements taken after all corrections are made to the system. Record all failures and corrective action taken to remedy any incorrect situation. The intent of the final report is to provide a reference of actual operating conditions for the Owner's operations personnel. Provide a "Preface" which shall include a general discussion of the system and any abnormalities or problems encountered.

B. All measurements and recorded readings (of air, water, electricity, etc.) that appear in the report must have been recorded on site by the permanently employed technicians or engineers of the TAB firm.

C. Submit reports on forms approved by the engineer that will include the following data as a minimum:
1. Title Page
    a. Company Name
    b. Company Address
    c. Company telephone number
    d. Project name
    e. Project location
    f. Project Manager
    g. Project Engineer
    h. Project Contractor
    I. Project Identification Number
2. Summary of the TAB report data
3. Index
4. Instrument List
    a. Instrument
    b. Manufacturer
    c. Model
    d. Serial Number
    e. Range
    f. Calibration Date
    g. What test instrument is to be used for:
5. Fan Data
    a. Location
    b. Manufacturer
    c. Model
    d. Air flow, specified and actual
    e. Total static pressure (total external) specified and actual
    f. Inlet pressure
    g. Discharge pressure
    h. Fan RPM
6. Return Air/Outside Air Data
    a. Identification/location
    b. Design return air flow

c. Actual return air flow
d. Design outside air flow
e. Actual outside air flow
f. Return air temperature
g. Outside air temperature
h. Required mixed air temperature
I. Actual mixed air temperature

7. Electric Motors
   a. Manufacturer
   b. HP/BHP
   c. Phase, voltage, amperage, nameplate, actual
   d. PM
   e. Service Factor
   f. Starter size, heater elements, rating
8. V-Belt Drive
   a. Identification/location
   b. Required driven RPM
   c. Drive sheave, diameter and RPM
   d. Belt, size and quantity
   e. Motor sheave, diameter and RPM
   f. Center-to-center distance, maximum, minimum and actual
9. Duct Traverse
   a. System zone/branch
   b. Duct size
   c. Area
   d. Design velocity
   e. Design air flow
   f. Test velocity
   g. Test air flow
   h. Duct static pressure
   I. Air correction factor
10. Air Monitoring Station Data
   a. Identification/location
   b. System
   c. Size
   d. Area
   e. Design velocity
   f. Design air flow
   g. Test velocity
   h. Test air flow
11. Air Distribution Test Sheet
   a. Air terminal number
   b. Room number/location
   c. Terminal type
   d. Terminal size
   e. Correction factor
   f. Design velocity
   g. Design air flow
   h. Test (final) velocity
   i. Test (final) air flow
12. Pump Data
   a. Identification/number
   b. Manufacturer
   c. Size/model
   d. Impeller
   e. Service
   f. Design flow rate, pressure drop, BHP

g. Actual flow rate, pressure drop, BHP
h. Discharge pressure
I. Suction pressure
j. Total operating head pressure
k. Shut off, discharge and suction pressures
l. Shut off, total head pressure
m. Pressure differential settings

13. Cooling Coil Data
a. Identification/number
b. Location
c. Service
d. Manufacturer
e. Entering air DB temperature, design and actual
f. Entering air WB temperature, design and actual
g. Leaving air DB temperature, design and actual
h. Leaving air WB temperature, design and actual
i. Water pressure flow, design and actual
j. Water pressure drop, design and actual
k. Entering water temperature, design and actual
l. Leaving water temperature, design and actual
m. Air pressure drop, design and actual
n. Capacity - sensible and latent

14. Heating Coil Data
a. Identification/number
b. Location
c. Service
d. Manufacturer
e. Entering air DB temperature, design and actual
f. Leaving air DB temperature, design and actual
g. Water pressure flow, design and actual
h. Water pressure drop, design and actual
i. Entering water temperature, design and actual
j. Leaving water temperature, design and actual
k. Air pressure drop, design and actual
l. Capacity

15. Electric Coil Data
a. Identification/number
b. Location
c. Service
d. Manufacturer
e. Entering air DB temperature, design and actual
f. Leaving air DB temperature, design and actual
g. Electrical Characteristics
h. Capacity

16. Sound Level Report
a. Location (Location established by the design engineer)
b. N C curve for eight (8) bands-equipment off
c. N C curve for eight (8) bands-equipment on

17. Vibration Test on equipment having 10 HP motors or greater in size.
a. Location of points:
1) Fan bearing, drive end
2) Fan bearing, opposite end
3) Motor bearing, center (if applicable)
4) Motor bearing, drive end
5) Motor bearing, opposite end
6) Casing (bottom or top)
7) Casing (side)

8) Duct after flexible connection (discharge)
9) Duct after flexible connection (suction)

b. Test readings:
1) Horizontal, velocity and displacement
2) Vertical, velocity and displacement
3) Axial, velocity and displacement

c. Normally acceptable readings, velocity and acceleration
d. Unusual conditions at time of test
e. Vibration source (if non-complying)

18. Control verification indicating date performed and any abnormalities identified.
a. Point Location/Description
b. EMS Readout (Setpoint and Actual)
c. Actual Readout of all points
d. Interlocks
e. Safeties
f. Variable speed drive tracking with EMS input
g. Variable speed drive Bypass operation
h. Sequence of operation

END OF SECTION

SECTION 23 05 94

COORDINATION OF TESTING AND BALANCING

PART 1 - TESTING, BALANCING AND ADJUSTING

1.1 WORK INCLUDED

A. Balancing and adjusting of the environmental systems is specified in Section 23 05 93.

B. Coordination of the work is specified in this Section.

PART 2 - PRODUCTS / NOT USED

PART 3 - EXECUTION

3.1 COORDINATION

A. Bring the work to a state of readiness for testing, balancing, and adjusting.
   1. Install air terminal devices.
   2. Provide specified filters in air handling equipment. Install clean filters just prior to the start of the test and balance work.
   3. Verify lubrication of equipment.
   4. Install permanent instrumentation.
   5. Clean piping systems and fill with clean water.
   6. Complete "Start-up" of equipment.
   7. Check rotation and alignment of rotating equipment and tension of belted drives.
   8. Verify ratings of overload heaters in motor starters.
   9. Verify that safety and operating control set points are as designed and automatic control sequences have been checked.
   10. Provide control diagrams and sequence of operation.
   11. Collect material for maintenance manuals and prepare one manual especially for use in testing and balancing.
   12. Verify that graphic operational data such as start/stop instructions, valve tag schedules, and piping identification schedules have been provided where needed.
   13. Verify that equipment and piping identification work has been completed with valve tags, schedules, and piping identification system.
   14. Comb out fins on extended-surface heat transfer coils where damaged.
   15. Clean all strainers as required.
   16. Remove construction strainers after water is cleaned and treated.
   17. Remove all temporary filters from HVAC equipment.
   18. Provide start-up reports listing all start-up information and manufacturer’s information attached.

B. Provide and install new pulleys and belts as required to effect the correct speed ratio. Adjustments where no belt or pulley change is required, is specified in Section 23 05 93.

C. Verify that the systems are ready for balancing and adjusting.

D. Submit a letter stating:
   1. The specified pieces of equipment have been checked, started, and adjusted by the manufacturer.
   2. Other equipment has been checked and started.
   3. The systems have been operated for the specified period of time.
   4. The automatic controls system has been adjusted, calibrated, and checked, and is operating as specified.

E. Provide the services of a technician full time at all times at the project when testing, balancing and adjusting work is being conducted.

F. Provide instrumentation and services to take readings of the required data for the refrigerant circuits.

G. Provide and install volume dampers required for balancing by the TAB Contractor.

3.2 START-UP OF EQUIPMENT

A. Pre-start & Start-up equipment using the procedures as recommended by the manufacturers.

B. Complete start-up of equipment prior to start of testing & balancing.

C. Submit start-up procedures as outlined by the manufacturers and complete the "HVAC FAN / AIR HANDLING / START-UP REPORT FORM" to Engineer.

HVAC FAN / AIR HANDLING UNIT / START-UP REPORT FORM														
Equipment Description	Actual			Disc. Switch Wired	Rotation Correct	Belt		RPM Correct Submittal	Vibration Isolation Correct	Attachment To Roof Curb	List Of Damage Parts	Bearings Lubricated	Filter Installed	Interlocks & Dampers Operational
	Voltage	Amps	HP			Condition & Part #	Tension Correct							

END OF SECTION

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SECTION 23 07 13

EXTERNAL DUCT INSULATION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install external insulation on supply, return, and outside air ductwork.

B. External insulation of concealed and exposed ducts is included in this Section. Internal acoustic duct lining is specified under ductwork and not included in this Section.

1.2 RELATED WORK

A. Division 9 - FINISHES. Painting and Color Coding.

B. Division 23 - MECHANICAL.
1. Air Handling Units. Internal insulation for air units is specified in the sections on air handling units. The units do not require external insulation.
2. Internal Duct Liner. Internal duct liner is specified in the section on ductwork.
3. Insulation. Refer to specific sections on individual insulation types.
4. Refer to insulation and liner plan detail.

1.3 QUALITY ASSURANCE

A. The intent of insulation specifications is to obtain superior quality workmanship, resulting in an installation that is absolutely satisfactory in both function and appearance. Provide insulation in accordance with the specifications for each type of service and apply as recommended by the manufacturer and as specified.

B. An approved contractor for this work under this Division shall be:
1. A specialist in this field and have the personnel, experience, training, skill, and the organization to provide a practical working system.
2. Able to furnish evidence of having contracted for and installed not less than 3 systems of comparable size and type that have served their Owners satisfactorily for not less than 3 years.

C. All duct insulation used on the project inside the building must have a flame spread rating not exceeding 25 and a smoke developed rating not exceeding 50 as determined by test procedures ASTM E84, NFPA 255 and UL 723. These ratings must be as tested on the composite of insulation, jacket or facing, and adhesive. Components such as adhesives, mastics and cements must meet the same individual ratings as the minimum requirements and bear the UL label.

D. Condensation on any insulated system is not approved.

E. Replace insulation damaged by either moisture or other means. Insulation that has been wet, whether dried or not, is considered damaged. Make repairs where condensation is caused by improper installation of insulation. Also repair any damage caused by the condensation.

F. Where existing insulated ductwork or other services are tapped, remove existing insulation back to undamaged sections and replace with new insulation of the same type and thickness as existing insulation. Apply as specified for insulation of the same service.

1.4 APPROVALS

A. Submittals. Submit product data on each insulation type, adhesive, and finish to be used in the work. Make the submittal as specified in Division 1 General Requirements and obtain approval before beginning installation. Include product description, list of materials and thickness for each service and location, and the manufacturer's installation instructions for each product.

B. Sample Application. Make an application of each type of insulation to display the material, quality and application method. Obtain approval of the sample application before proceeding with installation of the work.

PART 2 - PRODUCTS

2.1 INSULATION

A. Glass fiber rigid duct insulation.
   1. Minimum density of 3 pcf, installed R value to be 6.0 (when located in a conditioned plenum) and 8.0 (when located in an unconditioned plenum) at 75°F mean, facing of 0.7 mil aluminum foil reinforced with glass yarn mesh and laminated to 40 lbs. fire-resistant Kraft. R-value to be indicated on exterior side of insulation to be verified by City inspector.
   2. Acceptable Manufacturers
      a. Schuller 814 spin-glas FSK.
      b. Owens-Corning Type 703 board RKF.
      c. Knauf 3 PCF FSK.

B. Glass fiber blanket duct insulation.
   1. Minimum density of 1.0 pcf, installed R value to be 6.0 (when located in a conditioned plenum) and 8.0 (when located in an unconditioned plenum) at 75°F mean, facing of 0.35 mil foil reinforced with glass yarn mesh and laminated to 40 lbs. fire resistant Kraft. R-value to be indicated on exterior side of insulation to be verified by City inspector.
   2. Acceptable Manufacturers
      a. Manville R-series Microlite FSKL.
      b. Owens-Corning ED100 RKF.
      c. Knauf 1.0 PCF FSK.

C. Fiberglass reinforcing cloth mesh.
   1. Acceptable Manufacturers
      a. Perma Glass Mesh.
      b. Alpha Glass Mesh.
      c. Childers Chil-Glas #10
      d. Foster Mast a Fab
      e. Vimasco.

D. Mastics, sealants, coatings and adhesives.
   1. Acceptable Manufacturers
      a. Childers.
      B. Foster.
      c. Vimasco.

E. Rigid Closed Cell Insulation
   1. Acceptable Manufacturers
      a. Dow Trymer.
      b. Phenolic Foam.

F. Reinforced Foil Tape
   1. Acceptable Manufacturers
      a. Venture 1525CW
      b. 3” FSK
   2. Thickness 6.5 mils
   3. Color: silver

2.2 COATING AND ADHESIVE

A. Coating. Provide Childers CP-38 or Foster 30-80 vapor barrier coating. Coating must meet MIL Spec C-19565C, Type II and be QPL Listed. Permeance shall be 0.013 perms or less at 43 mils dry. Tested at 100ºF and 90% RH per ASTM E96.

B. Outdoors: Provide as insulation coating Childers Encacel X or Foster Monolar 60-90. Permeance shall be 0.03 perms or less at 30 mils dry. Tested at 100ºF and 90% RH per ASTM F 1249.

C. Adhesive. Provide Childers CP-82 or Foster 85-20 vapor barrier adhesive.

D. Reinforcing Mesh. Provide 10 x 10 white glass or polyester reinforcing mesh.

PART 3 - EXECUTION

3.1 FIRE SAFETY REQUIREMENTS

A. Do not extend duct coverings through walls or floors required to be fire-stopped or required to have a fire resistance rating. Interrupt duct coverings in the immediate vicinity of heat sources such as electric resistance or fuel-burning heater.

3.2 CONCEALED DUCT

A. Provide flexible glass fiber insulation with factory-applied, reinforced UL labeled Foil-Skrim-Kraft (FSK) facing.

B. Standing Seams. Insulate standing seams and stiffeners, which protrude through the insulation with 0.6 lb. per cubic foot density, 1-1/2” thick, faced, flexible blanket insulation. Insulation shall not prevent adjustment of damper operators.

C. Insulation shall be wrapped tightly on the ductwork with all circumferential joints butted and longitudinal joints overlapped a minimum of 2”. In addition, secure insulation to the bottom of rectangular ductwork by the use of either weld pins with washers or cup-head pins welded to the ductwork or perforated based insulation hangers glued to the duct on twelve inch centers to prevent sagging of insulation.

D. On circumferential joint, the 2” flange on the facing shall be stapled with 9/16” outward clinch steel staples on 2” centers and taped using 3” wide foil tape applied with additional adhesive of Foster 85-75. Cover all seams, joints, pin penetrations and other breaks with foil tape and glue.

E. Ductwork in mechanical rooms is considered concealed spaces.

3.3 GENERAL INSTALLATION

A. Install materials in accordance with manufacturer's instructions.

B. Apply insulation on clean, dry surfaces only.

C. Continue insulation with vapor barrier through penetrations.

D. Neatly finish insulation at supports, protrusions and interruptions.

E. Install insulation on clean, dry surfaces, and only after building is weatherproofed sufficiently to preclude any rainwater on insulation.

F. Apply mastic over the fiberglass reinforcing mesh to a thickness where fabric is not visible after completion.

G. Install fiberglass blanket duct insulation on top of supply air grilles not fire rated.

END OF SECTION

SECTION 23 07 19

HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install piping insulation, jackets, accessories and covering of specified materials. The insulation shall be used for high and low temperature piping applications including chilled water, hot water, and condensate piping.

1.2 QUALITY ASSURANCE

A. The intent of insulation specifications is to obtain superior quality workmanship resulting in an installation that is absolutely satisfactory in both function and appearance. Provide insulation in accordance with the specifications for each type of service and apply as recommended by the manufacturer and as specified.

B. An approved contractor for this work under this Division shall be:
   1. A specialist in this field and have the personnel, experience, training, skill, and the organization to provide a practical working system.
   2. Able to furnish evidence of having contracted for and installed not less than 3 systems of comparable size and type that have served their owners satisfactorily for not less than 3 years.

C. All piping insulation used on the project inside the building must have a flame spread rating not exceeding 25 and a smoke developed rating not exceeding 50, as determined by test procedures ASTM E 84, NFPA 255 and UL 723. These ratings must be as tested on the composite of insulation, jacket or facing, and adhesive. Components such as adhesives, mastics and cements must meet the same individual ratings as the minimum requirements and bear the UL label.

D. Condensation on any insulated piping system is not acceptable.

E. Replace insulation damaged by either moisture or other means. Insulation that has been wet, whether dried or not, is considered damaged. Make repairs where condensation is caused by improper installation of insulation. Also repair any damage caused by the condensation.

F. Where existing insulated piping, or other surfaces are tapped, remove existing insulation back to undamaged sections for hot surfaces or to nearest insulation stop for cold surfaces, and replace with new insulation of the same type and thickness as existing insulation. Apply as specified for insulation of the same service.

1.3 SUBMITTALS

A. Submit product data on each insulation type, adhesive, and finish to be used in the work. Make the submittal as specified in General Requirements and obtain approval before beginning installation. Include product description, list of materials and thickness for each service and location and the manufacturer's installation instructions for each product.

B. Make a field application of each type of insulation to display the material, quality and application method. Obtain approval of the sample application before proceeding with installation of the work.

1.4 RELATED WORK

A. Finishes. Painting and color-coding

B. Pipe Heat Tracing

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Glass fiber pipe insulation:
   1. Johns-Manville Micro-Lok AP-T
   2. Owens-Corning ASJ/SSL
   3. Knauf ASJ/SSL

B. Cellular Glass Insulation (Foamglass):
   1. Pittsburg Corning
   2. Cell-U-Foam

C. Rigid Foam Insulation:
   1. Kingsapan Tarec
   2. Dow Trymer
   3. Tarec Ecophen – Phenolic Foam

D. Aluminum Jacketing:
   1. ITW Lock-on (Childers)
   2. ITW Z-lock (Pabco)

E. Fiberglass reinforcing cloth mesh:
   1. Perma Glass Mesh
   2. Alpha Glass Mesh
   3. Childers Chil-Glas
   4 Foster Mast a Fab
   5. Vimasco

F. Mastics, Sealants, Coatings and Adhesives
   1. Childers
   2. Foster
   3. Vimasco
   4. Armacell 520 Adhesive

G. Elastomeric Insulation
   1. Armacell

H. Weather Resistant Coating
   1. WB Armaflex Finish
   2 Foster 30-64

I. Glass fiber blanket insulation
   1. Manville R-series Microlite FSKL
   2. Owens-Corning eD75 or ED100 RKF
   3. Knauf 0.75 PCF FSK

2.2 RIGID FOAM PIPE INSULATION

A. Polyisocyanurate pipe insulation or phenolic foam pipe insulation, with all service reinforced vapor barrier jacket having integral laminated vapor barrier.

1. Polyisocyanurate: Thermal conductivity 0.14 @ 75°F mean (ASTM C518).
2. Phenolic Foam: Thermal conductivity 0.13 @ 75°F mean (ASTM C 518); minimum 2.5# density.
3. Polyisocyanurate is not to be used inside of buildings without 25/50 rating.

2.3 FIBERGLASS PIPE INSULATION

A. Heavy density, dual temperature fiberglass insulation with factory applied, all service, reinforced vapor barrier jacket having integral laminated vapor barrier. Provide with a factory applied pressure sensitive tape closure system and matching butt strips. Supply in thickness as shown.
1. Thermal conductivity 0.23 @ 75°F mean (ASTM 335).

2.4 CELLULAR GLASS INSULATION

A. ASTM C552:
1. "k" value of 0.35 @ 75°F ("ksi" value of 0.047 @ 24°C);
1. 8.0 lb/cu.ft. (128 kg/cu.m.) density

2.5 INSULATION/SHIELD AT HANGERS

A. Field fabricated: Use 360° sections of rigid foamglass insulation that will support the bearing area at hangers and supports. Further support insulation at hangers and supports with a shield of galvanized metal covering at least half of the pipe circumference, and conforming to the schedule. Insulation shall extend at least 1" beyond metal shield on each end. When pipe is guided at top and bottom, metal shields shall cover the whole pipe circumference. Adhere metal shield to insulation so that metal will not slide with respect to insulation with ½" aluminum bands (2) per shield.
1. Sections of foam glass insulation may be used of the same outside diameter of the adjoining pipe insulation.
2. Minimum thickness of foam glass insulation shall not be less than 1" thick.

B. Pipe saddles: Formed galvanized sheets at each support point for insulated pipe, shaped to fit pipe, and covering bottom half of pipe. Length at saddle shall be not less than twice the insulation outside diameter or more than 22". Provide 18 gauge through 4" pipe and 16-gauge 5" pipe and above.

2.6 SEALANT, ADHESIVE AND FINISH

A. Lap Adhesive. Provide Childers CP-82 or Foster 85-20 adhesive.

B. Vapor Barrier Finish:
1. Indoors: Provide as insulation coating Childers CP-38 or Foster 30-80, white. Coating must meet MIL Spec C-19565C, Type II and be QPL Listed. Permeance shall be 0.013 perms or less at 43 mils dry. Tested at 100ºF and 90% RH per ASTM E96.
2. Outdoors: Provide as insulation coating Childers Encacel X or Foster 60-90. Permeance shall be 0.03 perms or less at 30 mils dry. Tested at 100ºF and 90% RH per ASTM F 1249 and must be Hypalon rubber based.
3. Underground: Provide Childers CP-22/24 or Foster 60-25/26 for fittings and areas. Pittwrap cannot be used.

C. Insulation Joint Sealant. Provide Childers CP-76 or Foster 95-50 vapor barrier sealant.

D. Metal Jacketing Sealant. Provide Childers CP-76 or Foster 95-44 metal jacketing sealant for all outdoor metal jacketing laps.

E. Lagging Adhesive. Provide Childers CP-50AMV1 or Foster 30-36.

F. Other products of equal quality will be acceptable only upon approval.

2.7 ALUMINUM JACKETING

A. Finish insulated piping outdoors with a smooth prefabricated Z-lock aluminum jacket 0.016” thick with factory applied 1 mil polyethylene/40 lb and Fab strap. Kraft moisture barrier.

B. Valves, Fittings and Flanges. For finishing valves, fittings, flanges and similar installations, provide formed aluminum covers, 0.024” thick.

C. Straps and Seals. Provide ½” x 0.020 stainless steel strapping and seals for jackets and covers according to manufacturer's recommendations.

2.8 GLASS FIBER BLANKET INSULATION

A. Minimum density of 1.0 PCF, 2” thick, installed R value to be 6.0 or better at 75°F mean, facing of 0.35 mil foil reinforced with glass yarn mesh and laminated to 40 lbs fire resistant kraft.

PART 3 - EXECUTION

3.1 INTERIOR PIPING

A. Cover all piping with glass fiber, heavy density, dual temperature pipe insulation with a vapor barrier jacket. Apply insulation to clean, dry pipes. Longitudinal seams shall be joined firmly together and sealed with self-sealing lap joints. Butt insulation joints firmly together and seal with a 3” wide ASJ butt strip seal. Longitudinal seams and butt strip laps shall be coated and sealed with CP-38 or Foster 30-80 vapor barrier coating for chilled water piping applications.

B. Install hanger with protective shield, on the outside of all insulation.

C. Where domestic water pipes (1/2” & ¾” pipe sizes) are installed on trapeze type hangers, provide galvanized sheet metal protection shields at these locations. Place insulation jacket directly on hanger. Incompressible, load bearing insulation segments are not required.

D. Pipe Saddles: Formed galvanized sheets at each support point for insulated pipe, shaped to fit pipe, and covering bottom half of pipe. Length at saddle shall be not less than twice the insulation outside diameter. Provide 18-gauge through 4” pipe and 16-gauge for 5” pipe and above.

E. Seal ends of pipe for chilled water insulation with vapor barrier mastic at valves, flanges, fittings and every 21' on straight runs of piping. Mastic should extend on top of ASJ jacket, across the glass, down onto the pipe making a complete seal.

F. Apply a smooth flood coat of white lagging adhesive Foster 30-35 or Childers CP-35 over all exposed insulation within mechanical rooms.

G. Piping to be insulated as specified above:
1. Chilled water and heating water
2. Horizontal sanitary drain piping that receives condensate

3.2 REFRIGERANT AND CONDENSATE PIPING

A. Cover all pipe with elastomeric insulation by slitting tubular sections or sliding unslit sections over the open ends of piping or tubing. Seams and butt joints shall be adhered and sealed using Foster 85-75, Childers CP-82 or Armstrong 520 Adhesive.

B. All fittings shall be insulated with the same insulation thickness as the adjacent piping. All seams and mitered joints shall be adhered with Foster 85-75, Childers CP-82 or 520 Adhesive.

C. Pipe Saddles: Formed galvanized sheets at each support point for insulated pipe, shaped to fit pipe, and covering bottom half of pipe. Length at saddle shall be not less than twice the insulation outside diameter.

D. Outdoor exposed piping shall be painted with two coats of either WB or SB Armaflex finish or Foster 30-64 elastomer foam coating. All seams shall be located on the lower half of the pipe.

3.3 PIPING OUTDOORS ABOVE GRADE

A. Insulate all water piping exterior of building above grade with rigid foam insulation and aluminum jacketing.

B. Adhere the vapor barrier jacket longitudinal seam with vapor barrier adhesive.

C. Cover all valves, fittings and flanges with factory made molded or field fabricated segments of pipe insulation of a thickness and material equal to the adjoining insulation. Adhere segments together with no voids, using Childers CP-82 or Foster 85-20 adhesive. Secure fitting insulation covers and segments in place with ½” wide glass filament tape.

D. Apply a tack coat of fitting vapor barrier coating over the insulation and tape.

E. Neatly embed with 10 x 10 fiberglass or polyester reinforcing mesh into the tack coat.

F. Apply coating over the fiberglass cloth to a thickness where the mesh is not visible after completion.

G. Seal ends of pipe insulation with vapor barrier coating at valves, flanges, fittings and every 21' on straight runs of piping. Mastic should extend on top of ASJ jacket, across the foam, down onto the pipe, making a complete seal.

H. Finish with aluminum jacketing as specified.

3.4 FLANGE, VALVE AND FITTING INSULATION

A. Cover valves and flanges with fabricated segments, fittings with two-piece factory molded fittings, and both of matching pipe insulation type and thickness equal to that of the adjoining pipe. Fittings and fabricated segments shall be securely held in place.
   1. Apply a tack coat of insulating coating/mastic to the insulated fitting to produce a smooth surface.
   2. After mastic is dry, apply a second coat of vapor barrier coating/mastic. Neatly embed with 10 x 10 fiberglass or polyester reinforcing mesh into the tack coat.
   3. Overlap coating/mastic and fiberglass/polyester reinforcing mesh by 2” on adjoining sections of pipe insulation.
   4. Apply a second coat of coating/mastic over the fiberglass/polyester reinforcing mesh to present a smooth surface.
   5. Apply coating/mastic to a wet film thickness of 3/64”.

6. Fabric shall not be visible after completion.
7. Vapor seal flanges, valves and fittings with Childers CP-38 or Foster 30-80. Coating must meet MIL Spec C-19565C, Type II and be QPL Listed. Permeance shall be 0.013 perms or less at 43 mils dry. Tested at 100ºF and 90% RH per ASTM E96.

B. PVC fitting covers are not acceptable.

3.5 ALUMINUM JACKETING (Insulated Piping Outdoors Above Grade)

A. Apply smooth aluminum jacket on piping, valves, fittings and flange covers according to manufacturer's recommendations, using stainless steel strapping and seals, to provide weather tight covering and to shed water.

B. Aluminum jacketing is not considered as contributing to the vapor barrier or the insulation jacket. The vapor barrier must be sufficient in itself for this function. Lap each adjoining jacket section a minimum of 3” to make a weather tight seal with the application of 1/8” bead of Childers CP-76 or Foster 95-44 metal jacketing sealant.

C. Install straps on 9” centers and at each circumferential lap joint.

D. Cover and seal all exposed surfaces.

E. The use of screws and rivets is not approved.

F. Provide isolation (30# felt) between the aluminum jacket and the sheetmetal protection shield at each pipe support point.

3.6 MISCELLANEOUS

A. Insulate pumps.

B. Install materials after piping has been tested and approved.

C. Apply insulation on clean, dry surfaces only.

D. Apply weather protective finish on elastomeric insulation installed in non-conditioned spaces. Provide a minimum of three coats.

3.7 INSULATION THICKNESS

INSULATED UNIT	THICKNESS (Inches)
Chilled Water Piping (through 2” pipe)	1-1/2
Chilled Water Piping (2-1/2” pipe and Larger)	2
Condensate Drains	1
Heating Water Piping 2” Pipe and Larger	2
Heating Water Piping 1-1/2” Pipe and Smaller	1-1/2
Exterior Chilled and Hot Water Piping, 5” Pipe and Larger	2
Exterior Chilled and Hot Water Piping 4” Pipe and Smaller	1-1/2

END OF SECTION

SECTION 23 09 33

BUILDING MANAGEMENT AND CONTROL SYSTEM

PART 1 - GENERAL

1.1 SCOPE

A. The existing building is controlled by an Automated Logic Control System by JCI Metasys. All new equipment and sequences outlined below shall be fully integrated into the existing control system including new graphics package for all new equipment and sequences. The modifications to the existing control system shall include industrial instrumentation necessary to obtain functions and results specified. Integrate all components to provide a complete and functioning system.

B. The Chillers, Primary Chilled Water Pump and Secondary Chilled Water Pump replacements shall include the removal and reinstallation of the existing control devices and wiring to allow for the installation of the new air cooled chiller and pumps at their existing location. All existing sensors shall be tested to ensure proper operation. If a sensor of end device is found to not be functional, notify the engineer.

C. The Dual Duct Air Handling Unit replacement shall include the removal of the existing control devices and wiring to allow for the installation of the new Dual Duct Air Handling Unit at the existing location. This work shall include reinstalling all control wiring in conduit from control panel to sensor location. Provide all new sensors and end devices to perform the control sequence as outlined below.

D. Temperature Control System components:
1. Electronic instruments as specified
2. Electric instruments as specified
3. Microcomputer instruments as specified

D. All control devices of the same type product shall be of a single manufacturer.

E. Control, power and interlock wiring necessary to accomplish sequences specified in this Section shall be provided and installed by the Control Subcontractor. Materials and methods of execution as specified in Division 26, Electrical.
1. Coordinate current characteristics of all electrical instruments and equipment with Division 26 of the specifications and related electrical drawings.

F. The entire Building Management and Control System (BMCS) shall be installed by the Automation System Manufacturer or Authorized Distributor.
1. All components and elements
2. The testing and acceptance procedure

G. The manufacturer of the building automation system shall provide documentation supporting compliance with ISO-9002 (Model for Quality Assurance in Production, Installation, and Servicing). The intent of this specification requirement is to ensure that the products from the manufacturer are delivered through a Quality System and Framework that will assure consistency in the products delivered for this project.

H. The entire Building Management and Control System (BMCS) shall be installed, Commissioned, and tested; all performed by the Automation System Manufacturer or Authorized Distributor if approved by engineer.
1. All components and elements.
2. Start-up and point verification.
3. The testing and acceptance procedure.

1.2 RELATED WORK

A. Division 23, Mechanical

B. Division 26, Electrical

1.3 SUBMITTALS

A. Submit items of the Building Management and Control System (BMCS).
   1. Temperature control equipment & Field devices.
   2. Wiring & Flow diagrams.
   3. Sequence of operation.
   4. Complete, detailed, control and interlock-wiring diagram.
   5. Indicate mechanical and electrical equipment furnished and electrical interlocks, indicating terminal designation of equipment. Respective equipment manufacturers shall furnish through the Mechanical Contractor, approved drawings of equipment to be incorporated in this diagram.
   6. Submit Input / Output summary of all points.
   7. Submit an outline of testing procedures from section Testing and Acceptance.
   8. Mark up a copy of the specifications for the product. Indicate in the margin of each paragraph the following: “Comply, “Do Not Comply”, or “Not Applicable”. Explain all “Do Not Comply” statements.
   9. Submit sample of space temperature sensor and guards for review prior to purchase or installation.

1.4 COOPERATION WITH OTHER TRADES

A. Furnish control valves, temperature sensing element wells, flow and pressure sensing devices, dampers and other similar devices to the Mechanical Contractor in a timely manner for installation under the Building Management and Control System (BMCS), Subcontractor's supervision.

1.5 WARRANTY

A. Provide with a manufacturer’s parts and labor warranty for a period of two years from substantial completion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. JCI Metasys
B. Daikin SiteLine
C. Automated Logic Branch Office - WebCTRL

2.2 SYSTEM ARCHITECTURE

A. The Building Management and Control System (BMCS) shall consist of an information-sharing network of stand-alone Direct Digital Control Panels (DDCP) to monitor and control equipment as specified of the control sequence and input/output summary.

B. "Information sharing" shall be defined as: The function of each DDCP to exchange data on the network trunk with other DDCP's without the need for additional devices such as network managers, gateways or central computers.

C. "Stand-alone" shall be defined as: The function of each DDCP to independently monitor and control connected equipment through its own microcomputer.

2.3 COMMUNICATIONS PROCESSING

A. The BMCS shall operate as a true token-pass peer-to-peer communication network. Resident processors in each DDCP shall provide for full exchange of system data between other DDCP's on the network trunk. Systems that limit data exchange to a defined number of system points are not acceptable.

B. Systems that operate via polled response or other types of protocols that rely on a central processor or similar device to manage DDCP to DDCP communications may be considered only if a similar device is provided as a stand-by. Upon a failure of malfunction of the primary device, the stand-by shall automatically, without any operator intervention, assume all BMCS network management activities.

C. The failure of any DDCP on the network shall not affect the operation of other DDCP's. All DDCP failure shall be annunciated at the specified alarm printers and terminals.

D. Network shall support a minimum communications speed of 115.2 Kbps.

E. The network shall support a minimum of 100 DDC controllers and PC workstations.

F. Each PC workstation shall support a minimum of 4 peer-to-peer networks, either by hardwired connection or dial up.

G. The system shall support integration of third party systems (fire alarm, security, lighting, PCL, chiller, boiler) via panel mounted open protocol processor. This processor shall exchange data between the two systems for inter-process control. All exchange points shall have full system functionality as specified herein for hardwired points. Provide examples of 5 reference projects utilizing gateways required for this project.

2.4 DDCP HARDWARE

A. Each DDCP shall consist of a 32-bit microprocessor and controller, power supply, input / output boards and communication board. All program and point databases shall be stored in battery-backed RAM. Provide a minimum of 1.2 MEG RAM in each DDCP to allow for point expansion and trend data storage.

B. Each DDCP shall incorporate a real-time clock.

C. Each DDCP shall be provided with two RS232 communications port. Connecting an operator terminal, whether portable or stationery, shall allow the user to communicate with the entire network.

D. Each DDCP shall provide for input / output connections to field equipment. The following point types shall be supported:
   1. Analog inputs - for measuring sensed variables. Inputs shall be capable of accepting voltage, resistance, current or pressure signals.
   2. Analog outputs - for controlling end devices. Outputs shall be capable of producing voltage, resistance, current or pressure signals. Pneumatic outputs shall be provided with a manual override for adjusting outputs in the event of a power loss at the DDCP.
   3. Digital inputs - for monitoring dry contacts such as relays, switches, pulses, etc.
   4. Digital outputs - to control two position devices such as starters, actuators, relays, etc.

E. Each DDCP shall be listed under UL916 (Energy Management Systems), and shall be tested to comply with sub-part J of Part 15 FCC rules for Class A computing equipment.

F. Each DDC Controller shall have sufficient memory to support its own operating system and databases, including:
   1. Control processes
   2. Energy management applications
   3. Alarm management applications including custom alarm messages for each level alarm for each point in the system.
   4. Historical/trend data for points specified
   5. Maintenance support applications
   6. Custom processes
   7. Operator I/O
   8. Dial-up communications
   9. Manual override monitoring

G. Operator shall have the ability to manually override automatic or centrally executed commands at the DDC Controller via local, point discrete, on-board hand/off/auto operator override switches for digital control type points and gradual switches for analog control type points.
   1. Switches shall be mounted either within the DDC Controllers key-accessed enclosure, or externally mounted with each switch keyed to prevent unauthorized overrides.
   2. DDC Controllers shall monitor the status of all overrides and inform the operator that automatic control has been inhibited. DDC Controllers shall also collect override activity information for reports.

H. DDC Controllers shall provide local LED status indication for each digital input and output for constant, up-to-date verification of all point conditions without the need for an operator I/O device. Graduated intensity LEDs or analog indication of value shall also be provided for each analog output. Status indication shall be visible without opening the panel door.

I. In the event of the loss of normal power, there shall be an orderly shutdown of all DDC Controllers to prevent the loss of database or operating system software. Non-volatile memory shall be incorporated for all critical controller configuration data and battery backup shall be provided to support the real-time clock and all volatile memory for a minimum of 72 hours.
   1. Upon restoration of normal power, the DDC Controller shall automatically resume full operation without manual intervention.
   2. Should DDC Controller memory be lost for any reason, the user shall have the capability of reloading the DDC Controller via the local RS-232C port, via telephone line dial-in or from a network workstation PC.
   3. Upon restoration of normal power, the DDC Controller shall automatically resume full operation without manual intervention.

2.5 PROGRAMMING FUNCTIONS

A. Resident software in each DDCP shall provide custom programming of control strategies.
   1. Point database
   2. Operator interface
   3. Network communications
   4. Facilities and energy management functions

B. Programming of control and energy management strategies shall be accomplished via a high-level computer language such as BASIC, JC BASIC, C, or Powers Process Control Language. A standard math processor shall be part of the programming language. All analog loops shall be capable of proportional, integral and derivative control.

C. Each DDCP shall incorporate an operator interface program (OIP) that provides an English language user interface. The OIP shall allow the user to program, interrogate,

command and edit the BMCS via a self-prompting method. Operator terminals, whether textual or graphical, shall be able to access the entire network from any DDCP. Access shall be accomplished in a transparent fashion; that is, the operator shall not be required to address specific DDCP's in order to display or command system points.

2.6 FACILITY MANAGEMENT SOFTWARE

A. The BMCS shall be provided with standard and custom report generation functions that include:
   1. Alarm summaries
   2. Motor status summaries
   3. Point displays by type, system, status, overrides, failures, location, equipment and enabled/disabled.
   4. Program listings

B. All reports shall be either displayed or printed by:
   1. Operator request.
   2. Time of day.
   3. Event conditions (such as in response to an alarm, interlock, etc.).

C. All reports shall be time and date stamped.

D. An alarm-processing program shall be provided to annunciate those points designated as alarmable. Alarm points shall, upon alarm occurrence, be displayed or printed at designated terminals.

E. Historical trend data shall be collected and stored at each DDCP for later retrieval. Retrieval shall be manual or automatic. Any point, physical or calculated, may be designated for trending. The system shall allow for two methods of trend collection: Either by a pre-defined time interval sample or upon a pre-defined change of value. Trend data shall be presented in a columnar format. Each sample shall be timed stamped. Trend reports may be a single point or may be a group of points, up to a maximum of (8) points in any single group. Any point, regardless of physical location in the system may become part of a multiple point group.

F. Each BMCS network shall provide a point-monitoring function that can display single or multiple points in a continuous updated fashion for dynamic displays of point values.

G. A database and configuration report program shall be provided that allows the user to interrogate BMCS status. As a minimum, the user shall be able to: Verify available RAM at each DDCP, verify DDCP status (on-line, off-line, and failed) and set the system clock.

H. Any invalid operator entry shall result in an error message.

I. DDCP's shall contain a password access routine that will assign an operator to one of three level of access. Level 1 shall permit display function only, level 2 shall additionally permit commanding of system points and level 3 shall additionally permit full program and database editing.

J. DDCP's shall provide for the accumulation of totalized values for the purposes of run-time or energy totalization. Totalized values may be displayed or printed automatically or by operator request.

2.7 ENERGY MANAGEMENT SOFTWARE

A. The BMCS shall be provided with an optimal start program such that the building may be divided into ten zones for optimum start. Warm-up and cool-down shall occur in sequence

with succeeding zones starting only after the preceding zone has completed its warm-up or cool-down.

1. The optimum start-up time of assigned equipment shall be determined based on a software calculation that takes into consideration outdoor air conditions, space conditions, and building thermal characteristics ("U" factor).
2. The optimum start program shall control start-up of the cooling and heating equipment to achieve the target occupancy space temperature at the precise time of building occupancy.
3. A built-In "learning" technique shall cause the BMCS to automatically adjust itself to the most affective time to start equipment based on historical data.

B. The BMCS shall be provided with an operator interactive time of day (TOD) program. TOD programming and modifying shall be accomplished in a calendar-like format that prompts the user in English language to specify month, year, day and time and associated point commands. It shall be possible to assign single points or groups of points to any on or off time. Appropriate time delays shall be provided to "stagger" on times.

1. TOD shall incorporate a holiday and special day schedule capability, which will automatically bring up a pre-defined holiday or special day schedule of operation. Holidays or special days can be scheduled up to one year in advance.
2. In addition to the time dependent two-state control, TOD also provides time dependent setpoint control. This control provides the capability to output assignable, proportional setpoint values in accordance with the time of day and day of week. This program shall be used to accomplish night setback, morning warm-up and normal daily operating setpoints of all control system loops controlled by the BMCS. As with the two-state control, time dependent setpoint control shall be subject to the holiday schedule. The setpoints desired shall be user definable at any operator terminal.
3. The operator shall be capable of reading and/or altering all sorted data pertaining to time of day, day of week, on/off times, setpoint values, and holiday designation.
4. The TOD program shall also provide an override function that allows the user to conveniently change a start or stop time for any point up to one week in advance. The override command shall be temporary. Once executed the TOD program shall revert to its original schedule.
5. The TOD program shall interface with the optimal start program (OSP) such that stop times may be assigned by OSP.

C. Additional Program functions required are to be installed and programmed as requested by end user at no additional cost:

1. Enthalpy optimization.
2. Supply air reset.
3. Hot water reset.
4. Chilled water reset.
5. Volumetric control.
6. Dead band control. Install dual set points as requested by user.
7. All specified energy management programs, whether or not applicable to this project shall be provided such that the owner may enable the program at a future date without the need to purchase additional software or modify existing software.

2.8 WEB SERVER ACCESSIBILITY

A. Industry leading encryption technology to provide accessibility through a web browser.

B. Building Manager’s ability to access, view and command critical building information in real time over the intranet or internet.

1. Alarm Display
2. Point Commanding

3. Graphic Display
4. Scheduling
5. Running Reports
6. Point Details

2.9 REMOTE NOTIFICATION

A. Remote notification sends Alarm and System Event information to various notification devices as indicated below but not limited to. Operators can receive their building automation system alarms without restricting them to dedicated workstations.
   1. Alphanumeric pagers
   2. Numeric pagers
   3. Email
   4. Phones via voice or short message service (SMS)

2.10 POINT EXPANSION MODULES

A. Capable of extending its input/output capabilities via special purpose modules.
   1. Modules may be mounted remote from the DDCP.
   2. Shall communicate with the DDCP over a pair of twisted cables.

2.11 TERMINAL EQUIPMENT CONTROLLERS

A. Provide for control of each piece of equipment, including, but not limited to, the following:
   1. Variable Air Volume (VAV) boxes
   2. Constant Air Volume (CAV) boxes
   3. Dual Duct Terminal Boxes
   4. Unit Conditioners
   5. Heat Pumps
   6. Unit Ventilators
   7. Room Pressurization
   8. Fan Coil Units

B. Include the following items:
   1. All input and outputs necessary to perform the specified control sequences.
      a. Analog outputs shall be industry standard signals such as 24V floating control.
   2. Sufficient memory to accommodate point database, operating programs, local alarming and local trending.
   3. All databases and programs shall be stored in non-volatile EEPROM, EPROM and PROM, or minimum of 100-hour battery backup shall be provided.
   4. Return to full normal operation without user intervention after a power outage of unlimited duration.
   5. Operation programs shall be field selectable for specific applications.
   6. Specific control strategy requirements, allowing for additional system flexibility.
   7. Controllers that require factory changes of all applications are not acceptable.

2.12 ELECTRONIC DAMPER ACTUATORS

A. Two position damper operators:
   1. Spring return to full travel position.
   2. Built in auxiliary switches (motor end switches)
      a. Switch shall be fully adjustable so that cut-in/cut-out points may be preset at any point within angular travel of the motor.
   3. Minimum torque 60-in-lb

B. Modulating damper operators:

1. Sized with sufficient reserve power to provide smooth modulating action and tight close off against the system pressure
2. Select the operator with available torque to exceed the maximum required operating torque by not less than 100%
3. Minimum torque 100 in-lb

2.13 ETHERNET CARD

A. Ethernet Card:
1. Local area network connection interface card.

2.14 CONTROL CABINETS

A. Fully enclosed NEMA 1 for indoors, NEMA 4 for outdoors.
1. Powder coat painted on all sides
2. Cabinet with continuously piano type hinged door
3. Locking latch
4. All locks shall use a common key
5. Devices on the panel face must be identified with engraved nameplates.
6. Panels or termination panels must be identified with engraved nameplates.
7. Provide enamel beige finish and extruded aluminum alloy frame UL 50 certified.

2.15 AUTOMATIC CONTROL VALVES

A. Pressure ratings: Minimum 125 psig or 1.25 times maximum system operating pressure.

B. Construction:
1. 2" and smaller:
a. Screwed.
b. Bodies and internal parts: Bronze, stainless steel or other approved corrosion-resistant metal.
2. 2-1/2" and larger:
a. Flanged.
b. Bodies: Cast iron or cast steel.
c. Seats and parts exposed to fluid: Bronze, stainless steel or other approved corrosion-resistant metal.
3. Characterized port ball valves are acceptable for VAV terminal units only.

C. Modulating straight through water valves: Equal percentage contoured throttling plugs.

D. Three Way Mixing Valves: Linear throttling plugs allowing total flow through valve to remain constant regardless of position.

E. Sizes: By Automatic Control System Manufacturer for fully modulating operation.
1. Minimum pressure drop: Equal to pressure drop of coil or exchanger.
2. Maximum pressure drop: 5.5 psi.
3. Relief and bypass valves: Sized according to pressure available.
4. 2-position valves: Line size.
5. Manual by-pass operator.

F. Electronic Actuator:
1. Direct coupled installation
2. Visual and electronic stroke indicator
3. Die-cast aluminum housing
4. Manual override
5. Self-lubricating bearing and gear train
6. Automatic calibration

7. Automatic duty cycle protection
8. Overload and stall protection
9. Non-spring return
10. Floating /0-10 VAC / 4-20mA operation
11. UL approved
12. Provide smooth modulating action and tight close off against the system pressure.
13. Torque to exceed the maximum required operating torque by not less than 150%.
14. Actuator input signal shall be compatible with output DDC controller.
15. Provide weatherproof enclosure (exterior use).
16. Damper actuators not acceptable for valves.

2.16 FLOW SWITCHES

A. Wetter parts made of type 316 stainless steel.
1. Designed for mounting in pipe tee.
2. Watertight, dust-tight, and corrosion resistant enclosure.
3. Paddle shall be factory fabricated to accommodate pipe sizes used.
4. Switching action shall be single pole double throw.

B. Approved manufacturer:
1. ITT McDonald Miller #FS7-4WL for piping over 8", FS7-4W for chilled water.
2. ITT McDonald Miller #FS7-4L for piping over 8", FS7-4 for hot and condenser water.

C. Remote Flow Solid-State Flow Detection:
1. Extended length flow probe
2. Cabinet-mounted control monitor
3. Wetted parts, 316 stainless steel probe
4. Optional temperature and wire-break outputs
5. Flow and temperature switch points
6. LED bar graph display for status indication

B. Approved Manufacturer:
1. IFM Effector

2.17 DIFFERENTIAL PRESSURE SWITCHES

A. Wet/wet differential pressure switch
1. Integral Mounting Frame
2. Watertight, dust-tight, and corrosion resistant enclosure.
3. Wetted materials of brass and flouroelastomer.
4. Externally adjustable set point

B. Approved manufacturer:
1. Square D #9012GGW4
2. Dwyer #DXW-11-153-1
3. Carrier #HK06ZC033

2.18 TEMPERATURE LOW LIMIT SWITCH

A. Responsive to the coldest 1' section of its length.
1. Double pole single throw switch
2. 20' capillary
3. Line voltage with bellows actuated switch
4. Auto reset for outdoor installation
5. Manual reset for indoor installation

2.19 TEMPERATURE AND HUMIDITY SENSORS

A. Duct Temperature Sensors
   1. Range of 20° to 120°F.
   2. Single point sensing of temperature.
   3. Averaging elements of sufficient length to sense temperature across 2/3 duct width.
   4. Averaging elements of sufficient length to provide accurate, representative indication and control.
   5. Averaging elements of sufficient length to prevent variances in temperature or stratification.

B. Liquid Immersion Temperature Sensors
   1. Platinum type resistance temperature detector (RTD).
   2. Match sensor range to medium being monitored.
      a. Hot water range 30° to 250°F.
      b. Chilled Water 20° to 70°F.
   3. Furnish stainless steel wells for installation by Mechanical Contractor.
   4. Locate all sensors in field with Owner/Engineer present.
   5. System accuracy for liquid temperature sensing shall be +/-1/2°.
   6. Sensors must be removable from wells.

C. Outside Air
   1. Range of –58° to 122°F.
   2. Weatherproof sun shield.
   3. External trim material corrosion resistant with all parts assembled into water tight, vibration-proof, heat resistant assembly.
   4. Minimum of 8' long leads.
   5. Encapsulated into Type 304 stainless steel tubes with low conductivity moisture proofing material and lag extension for thickness of insulation.

2.20 CURRENT SENSITIVE RELAYS

A. Ensure compatibility with VFD applications for variable speed motor status.
   1. Provide with adjustable set point.
   2. Relays must be mounted and not hung by power wires thru CT.
   3. Provide split-core type current sensors.
   4. Loop powered.
   5. LED Status.
   6. Acceptable Manufacturer: Veris Industries / Hawkeye
   7. Relays shall close status contacts in response to current flow in power leads to the equipment being monitored.

2.21 HIGH STATIC PRESSURE SWITCH

A. With manual reset switch
   1. Approved manufacturer: Cleveland AFS-460.

2.22 INSERTION FLOW SENSORS

A. Turbine Flow Meter
   1. Retractable hot tap flow sensor
   2. Accuracy: +/- 1% of full scale
   3. Dual Turbine
   4. Custom thread-o-let 400 psi / 250°F rated

5. Line size from 2-1/2 to 72 inch
6. Metering range from 0.3 to 15 f/sec.
7. Remote NEMA 4 wall mounted LCD display
8. Field Pro Software & Communicator
9. Warranty two years
10. Approved Manufacturer: Onicon Flow Meter F1200 Series

2.23 CONTROL DAMPERS

A. Opposed blade dampers.
1. Frames of 13-gauge galvanized sheet metal.
2. Provisions for duct mounting.
3. Damper blades not exceeding 8" in width.
4. Blades of two sheets of 16-gauge galvanized sheet metal.
5. Blades suitable for high velocity performance.
6. Bearings of nylon or oil-impregnated, sinthered bronze.
7. Shafts of 1/2" zinc-plated steel
8. Leakage does not exceed 1/2% based on 2000 fpm and 4" static pressure.
9. Replaceable resilient seals along top, bottom and sides of frame and blade edge.
10. Submit leakage and flow characteristics data with shop drawings.
11. Linkage shall be concealed out of the air stream within damper frame.
12. Acceptable Model is Ruskin Model CD60.

2.24 DRAIN PAN FLOAT SWITCH

A. Rated at 10 Amps.
1. Shuts off equipment if water level becomes too high.
2. DPDT Contacts.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The control system shall be installed and final adjustments made by full-time employees of the factory-approved BMCS Building Management Control Subcontractor.

B. The contractor shall collaborate through Engineer and Owner to determine the Owner's preference for naming conventions, etc. before entering the data in to the system.

C. Due to actual operational or space conditions, it may be necessary for the Contractor to make sequence of operation modifications and/or controller adjustments, change the location or type of sensor to obtain proper operation and coverage of the system in each room or space. These change, if requested by the Owner or Engineer, shall be performed at no additional cost to the Owner. Therefore labor allowances should be made for such changes and adjustments if requested.

3.2 INTERLOCK AND SAFETY CIRCUITS

A. Close the outdoor air dampers when the related HVAC unit supply or exhaust fan is de-energized:
1. The damper and actuators are specified in this section.
2. Outdoor air damper shall be fully opened before related air handling unit fan is energized for 100% outside air use.
3. Provide motorized outside air dampers for the following:
a. Outside Air Intakes

B. Close the chilled and hot water valves to the coil when the related unit is de-energized.

C. Interlock each chiller to start its dedicated chilled and condenser water pumps. Interlock flow switch and pump auxiliary contacts in series to chiller safety terminal strip.
   1. On shutdown provide a circuit to permit the chilled water pumps and condenser water pumps to run while the chillers pump down as required by the manufacturer.
   2. As per manufacturer's recommendations

D. Primary chilled water control:
   1. Operating and safety controls are furnished as an integral part of the water-chilling unit and not specified in this section.
   2. Provide flow switches located in the chilled water and condenser water piping to each water-cooled liquid chiller.
      a) Interlock to prevent operation in the absence of flow.
      b) This may not be the prime controller to start/stop the chiller.
      c) Interlock thru pump auxiliary contacts.
   3. Provide a high limit temperature sensor in each primary chilled water pump loop.

E. Freeze Protection:
   1. Provide a freeze protection sequence to ensure proper operation of equipment during a freeze condition not limited to the following:
      a. Outside Air Handling Units & Supply Fans with heating and cooling coils: If unit is in occupied or unoccupied mode, upon the triggering of software point indicating a freeze condition or the low temperature sensor (freeze stat) indicates a freeze condition, the system will be disabled, close the outside air damper, open both heating and cooling valves to enable full flow condition. If heating coil discharge air sensor indicates a failure to control and is below setpoint then enable software point indicating a freeze condition, disable unit, close outside air damper, and open both heating and cooling valves to enable full flow condition. Ensure HW & CHW pumps are operational.
      b. Boilers - Enable during a freeze condition.
      c. Chillers – Open isolation valves then command by-pass valve to dump water into basin or by-pass tower. Enable condenser water pumps during a freeze condition.
      d. Air Cooled Chillers – Open isolation valves, then enable pumps, run cycle for 15 minutes per hour, open all chilled water valves.
      e. Protect coils downstream of DX cooling coil with freeze protection. If unit is in occupied or unoccupied mode, upon the triggering of software point indicating a freeze condition or the low temperature sensor (freeze stat) indicates a freeze condition, the system will be disabled, close the outside air damper, disable the DX cooling coil. If coil discharge air sensor indicates a failure to control and is below setpoint then enable software point indicating a freeze condition.
   2. Temperature low limit switch wired with double pole single throw switch with one switch leg hard-wired to de-energize fan and one switch leg to signal BMCS.

F. Drain Pan Float Protection:
   1. Interlock to shut down unit and close valves.
   2. Cooling Coils mounted above ceiling and in roof mounted units.
   3. Provide for each cooling coil location.
   4. Signal BMCS alarm point

3.3 GRAPHICS

A. Furnish as-built drawings indicating finally corrected "as installed" diagram(s) of the complete Building Management Control System.
   1. Modification of existing control systems shall be included.
   2. These must be as-built and any changes during the warranty period drawings must be revised and updated.
   3. Provide final sequence of operation in written format.

B. Provide a set of the "as installed" diagram(s) of the complete control system laminated in plastic and hung in the main mechanical room or as directed by Owner.

C. Provide a color-coded floor plan of the building showing the location of each system, and the area served by each AHU or related zone. These must be of professional quality. Floor plan is to hang in main mechanical room near central control panel.

D. Provide computer graphics for each system.

E. Provide final graphic room numbers as selected by District. Any changes during the warranty period shall be included.

3.4 IDENTIFICATION

A. Provide a laminated engraved nameplate on all control panels and devices shown on the "as installed" control diagrams. Coordinate engraving with nomenclature used on the diagrams.

B. A black-white-black laminated plastic engraved identifying nameplate shall be secured to each terminal cabinet, and control panels. Identifying nameplates shall have ½ inch high, engraved letters.

3.5 WIRING FOR BUILDING MANAGEMENT AND CONTROL SYSTEMS

A. Furnish and install all wire, conduit, raceways and cable systems required for the complete operation of the Building Management and Control System.

B. All wiring for the Building Management and Control System is specified in this section and includes, but is not limited to:
   1. Wiring of interlock system.
   2. Wiring of control instruments.
   3. Wiring of control panels.
   4. Wiring of related power supplies, i.e. transformers.
   5. Wiring of 120 VAC power circuits for control panels and devices.

C. All materials and methods specified in this section shall comply with the requirements specified in Division 26 of this specification.

D. All power supply requirements shall be connected to the building electrical distribution system in an approved manner. Do not connect control equipment of circuits common with other building loads or devices.

E. Temperature control wiring shall be jacketed cables installed with or without conduit as specified below or single conductors installed in conduit. Control wiring shall have minimum 300V insulation for low voltage wiring and 600V insulation for line voltage wiring.

F. All line voltage control wiring, all low voltage control wiring which is exposed in the central plant, penthouse, and other similar spaces; all low voltage control wiring which is routed

through concealed inaccessible locations shall be installed in conduit.

G. All low voltage control wiring which is routed through concealed accessible locations may be run without conduit provided that the wiring run without conduit is properly supported from the building structure on maximum 5' centers and does not depend upon the ceiling grid or the ceiling support system for support. Wiring run in plenum spaces shall be plenum rated. Support all plenum wiring in accessible locations in bridle rings, J-hooks, D rings. Plenum wiring is not to be supported within building structure or attached to conduit raceways. All low voltage wiring must be installed through supports. Wires shall be supported on 5’ centers and identified at each termination point and at 50’ centers minimum. Install wire parallel or perpendicular to the structural features of the building.

H. Line and low voltage control wiring shall not be installed in the same conduit with control wiring and shall not be installed in the same conduit with power wiring.

I. All wiring associated with building management and control system cover shall be as follows:
1. Sensor jacket color, Green
2. LAN communications, Yellow
3. All THHN wiring shall comply with Division 26 insulation color identification

3.6 MISCELLANEOUS

A. Outside Air: Provide a temperature sensor and a humidity sensor to monitor outside air conditions.

POINT DESCRIPTION	TYPE	DEVICE
Outside Temperature	AI	Thermistor
Outside Humidity	AI	Humidity Sensor

3.7 VARIABLE FREQUENCY DRIVE INTERFACE

A. Interface to the VFD directly

B. Interface may be hardwired or via RS-485

C. The following points shall be available at a minimum:

Point Name	Type
Start-stop	DO
Drive alarm	DI
Last fault	AI
Reset drive	DO
Percent output	AI
Frequency output	AI
Speed	AI
Current	AI
Power	AI
Drive temperature	AI
KWH	AI
Run time	AI

3.8 VARIABLE VOLUME DUAL DUCT AIR HANDLING UNITS

A. Units consist of a chilled water coil, a hot water coil, a fan, and a variable speed drive. Controls shall be as follows:
   1. An electronic averaging duct sensor in the cold duct shall, acting through the DDC System, modulate the chilled water valve to maintain desired setpoint. An electronic averaging duct sensor in the hot deck shall, acting through the DDC system, modulate the hot water valve to maintain desired setpoint. A schedule shall be set up for the hot deck temperature based on outside air temperature. The temperature of the hot deck shall modulate between the following criteria. If the temperature outside is 50°F (adjustable) or below, the hot deck temperature shall be 95°F; if the outside temperature is 75°F or above, the hot deck coil shall be deactivated.
   2. The unit shall be started and stopped from the BMCS system.
   3. An electronic duct static pressure sensor shall be located in the cold duct at a position approximately 2/3 the distance from the fan in the longest duct run. Location is to be approved by Engineer and coordinated with Section 23 05 93. The sensor shall transmit a signal to the supply fan motor speed controller, and modulate the fan speed to maintain a supply duct static pressure. A high limit static pressure sensor with manual reset, located at the fan discharge, shall de-energize the supply fan when sensing pressure above duct construction capabilities. Fan start-up shall be initiated at minimum air speed.

POINT DESCRIPTION	TYPES	DEVICE
Start/Stop	DO	Control Relay
AHU Status	DI	Current Sensitive Relay
Cold Deck Temperature	AI	Duct Temperature Sensor
Hot Deck Temperature	AI	Duct Temperature Sensor
HW Valve	AO	Electronic Operator
CHW Valve	AO	Electronic Operator
Cold Duct High Static Pressure	AI	Static Pressure Sensor
Cold Duct High Static Pressure	AI	Static Pressure Sensor
VFD Fault Alarm	DI	Variable Frequency Drive
Filter DP	DI	Filter Gauge
Outside Air Damper	DO	Control Relay
Outside Air Temperature	AI	Duct Temperature Sensor
Fan Speed	AO	Motor Controller

3.9 START-UP AND POINT VERIFICATION

A. Final startup and point verification shall include the following information.
   1. Field panel checkout:

a. Verify enclosure is not mounted on vibrating surface.
b. Verify class I and class II wiring is separated within enclosure.
c. Check for shorts/grounds/induced voltages/proper voltages.
d. Verify proper point terminations in accordance with as-builts.
e. Verify that all modules are in proper place and addressed.
f. Verify proper power voltage.
g. Load database and programming.
h. Startup the panel.
i. Point and device checkout.

2. Analog input point checkout:
   a. Verify the correct wiring terminations per the design documentation package, at the field panel. Verify that all wiring and terminations are neat and dressed.
   b. Verify the point address by checking that the analog input instrument is wired to the correct piece of field equipment. Do this by altering the environment at the sensing element or by disconnecting one of the wires at the sensor, and verifying that the reading at the field panel has reacted to this change.
   c. Verify the point database to be correct, (i.e., alarmability, alarm limits, slope/intercept, engineering units, etc.). Verify that the correct change of value (COV) limit has been defined.
   d. Verify the sensor has the correct range and input signal. (i.e., 20-120°F, 4 - 20 ma). Verify that the device is mounted in the correct location and is wired and installed correctly per the design documentation package.
   e. Set-up and/or calibrate any associated equipment (i.e., panel LCD meters, loop isolators, etc.). Verify that these auxiliary devices are mounted in the correct location and are wired and installed correctly per the design documentation package.
   f. Verify the correct reading at the field panel using appropriate MMI devices. Verify that any associated LCD panel meters indicate the correct measured value.
3. Digital input point checkout:
   a. Verify the device is correctly wired and terminated as shown in the design documentation package. Verify that all wiring and terminations are neat and properly secured.
   b. Verify the point address by verifying that the digital input is correctly terminated at the controlled piece of equipment.
   c. Verify the point database is correct (i.e., point name, address, alarmability, etc.).
   d. Set-up and/or calibrate the associated equipment, i.e. smoke detector, high/low temp detector, high/low static switch, flow switch, end switch, current relay, pressure switch, etc. is mounted in the correct location, and is wired and installed correctly per the control system installation drawings.
   e. With the controlled equipment running or energized as described in the digital output checkout procedures, verify the correct operation of the digital input point and associated equipment by putting the digital input monitored equipment into its two states. Verify that the proof or status point indicates the correct value at the operator’s terminal and that the status led is giving the proper indication in each mode of operation (on/off).
4. Digital output point checkout:
   a. Verify that device is correctly wired and terminated as shown in the design documentation package.

b. Verify that the correct voltage is utilized in the circuit.
c. Verify the point database to be correct (i.e. point name, address, etc.).
d. Check and verify that the end device responds appropriately to the digital output(s).
e. After verifying the set-up and operation of any associated digital input/proof points, check and verify correct operation of the logical point and associated equipment by commanding the point to all possible states (i.e. off, on, fast, slow, auto, etc.). Verify that the defined proof delay is adequate for all modes of operation.
f. If any interlocked equipment exists that has independent hand-off-auto or auxiliary control wiring, verify correct operation of same. Also check that any interlocked equipment such as EP switches for damper operation or exhaust and return fans are wired correctly and operate correctly.
g. Verify that the controlled piece or pieces of equipment cannot be caused to change state via the digital output if an associated hand-off-auto switch is in the hand/on or hand/off mode of operation, unless specified as a fireman's override point etc.

5. Analog output point checkout:
a. Verify the correct wiring or piping terminations per the design documentation package, at the field panel. Verify that all wiring and piping terminations are neat and dressed.
b. Insure that the correct output device(s) are installed per the Control System Installation Drawings. (i.e., I/P or P/I transducers, transformers, power supply, etc.). Verify that these devices are installed, wired and piped correctly. Verify that any configuration jumpers are in the proper settings for the required application. Verify related transformers are fused in accordance with installation drawings.
c. Verify the point database to be correct. Verify that the correct COV limit has been defined.
d. Verify the point address by checking that the analog output is wired and/or piped to the correct output transducer and/or equipment.
e. Verify that the controlled device is calibrated (i.e., 3-8PSI valve, 8-13 PSI damper motor, 4-20 ma variable frequency drive, etc.) and is in the correct location, and is wired or piped and installed correctly per the design documentation package. If the controlled device is not calibrated, then a three-point (high, low and mid-point) calibration procedure must take place. Verify proper operation of the end device. When calibration has been verified, ensure that installation drawings, point database, and PPCL have been updated.
f. Set-up and or calibrate any associated equipment, (i.e., panel LCD meters, loop isolators, pneumatic gauges, etc.). Also verify that these auxiliary devices are mounted in the correct location, and are wired or piped and installed correctly per the design documentation package.
g. After verifying the set-up and operation of any associated equipment check for the correct operation of the logical point and associated equipment by commanding the analog output to the top and bottom of its range. Verify that the control device(s) responded appropriately as indicated by the design documentation package. Check to insure that all network terminals, host console devices, etc. can also command these outputs.
h. Check that all pneumatic gauges, pilot positioners and LCD panel meters indicate the correct values.

6. Terminal equipment controller checkout:
a. Load program database

b. Enable programs
c. Verify sequence of operations

7. Programming checkout:
   a. Provide checkout for each system and sequence of operation.
   b. The following are sample sequence of operations tests. The intent of these procedures is to provide a plan of action to verify system operations via block checks of the project specific sequence of operations. The procedures may be used in this format, or one procedure to a page should more detail be required. The procedures outlined below should be verified for accuracy, and may be modified to meet your specific requirements.
   c. Description of Test: AHU Alarm Checkout. Verify AHU-1 discharge air temperature alarming is operational and is received at the designated terminal.
   d. Input to Trigger Test: Change discharge temperature high alarm limit through software to a value below the current discharge temperature (discharge temperature - 10°F).
   e. Expected Outcome: A high temperature alarm will be received per the Alarm Definition Report at its designated terminal.
   f. Provide signoff sheet with indication for test Pass, Fail, Date of test and Initials for signoff.
8. Workstation checkout:
   a. Verify the operation of all trunk interface equipment.
   b. Verify all workstation software, including options, based upon the installation instructions for the PC.
   c. Perform software backup (site, options, etc.)
   d. Complete workstation configuration report for owner signoff.
   e. Provide verification that all graphics have been created, as required by project bid documents.

3.10 TESTING AND ACCEPTANCE

A. General:
1. After completion of installation and start-up procedures, commence the specified 3-phase verification and testing sequence leading to final acceptance.
   a. Follow in the order specified.
   b. Each testing phase shall be satisfactorily completed before entering the next phase.
2. Prior to entering each phase of the sequence, submit for approval, a written agenda describing in detail the procedure to be followed to meet the requirements for each specified verification, test or demonstration.
3. Submit for approval, a sample of the form on which the test will be reported.
   a. Identify project.
   b. Provide a list of all points, arrange in numerical order of point addresses.
      1) Show point descriptor and location of each.
      2) Indicate DDC panel that processes each point.
      3) Use the list as a basis for the specified report form.
   c. Signatures of participants and observers.
   d. Results.
   e. Description of adjustment or corrections of points in error.
   f. Date.
4. Provide schedule of tests. Estimate dates of significant events.
5. Test, calibrate and adjust each point in the system as specified.
6. Provide documentation of all tests and verifications as specified.

7. Provide trend reports indicating proper control of all points for an extended period of time.

B. Phase 1 - Testing, Calibrating, and Adjusting:
1. Operate each analog point in the entire system.
   a. At a point in the upper quarter of its range.
   b. At a point in the lower quarter of its range.
   c. At its operating point.
2. Provide personnel and diagnostic instruments at both the central and remote locations.
3. Provide testing stimulants for alarms.
4. Use digital meters of double the accuracy of the instruments being calibrated.
5. Provide an approved test device for simulating high and low temperatures.
6. When the function is performed, read values at the central control and observe the actual function at the field instrument.
7. Exercise each binary point and observe indication at console and simultaneously observe operation in the field.
8. Submit an operation report for each point in the system, in approved format, and describe any corrective or adjusting action taken.
9. Test all power transducers with a Dranetz Power Analyzer.

C. Phase 2 - Equipment and Point Verification:
1. Verify calibration or function of each point.
   a. Verify analog points at operating value.
   b. Record on specified form.
   c. Make approved adjustments to out of tolerance points.
      1) Identify these points for ready reference.
2. After verification procedure in completed:
   a. Verify corrected points.
   b. Record on specified form.
   c. Points requiring correction.
      1) Replace sensor or actuator if electrical measurements indicated components are out of specified tolerance.

D. Phase 3 - Software Verification:
1. Submit agenda and report format for software demonstrations.
2. Demonstrate to the Owner and the Engineer that all software programs and automatic control sequences function as specified.
3. Demonstrate compliance with response time specifications.
   a. Simulate normal heavy load conditions.
   b. Initiate at least ten successive occurrences on normal heavy load conditions as specified, and measure response time of typical alarms and status changes.
04. Provide written documentation of demonstration, signed by representatives of the Contractor and Engineer.

E. Provide the following reports to Engineer at final completion of all Testing:
1. List of all points.
2. List of all points currently in alarm.
3. List of all disabled points.
4. List of all points in over-ride status.
5. List of all points currently locked out.
6. List of user accounts and access levels.
7. List all weekly schedules.
8. List of holiday programming schedules.
9. List of limits and deadbands.
10. System diagnostics reports including, list of DDC panels on line and

communicating, status of all DDC terminal units device points.

11. List of programs.
12. Provide trend data reports to ensure proper operation and sequence control of BMCS.

F. Substantial Completion of the BMCS will not occur until completion and acceptance of all testing and acceptance procedures.

3.11 TRAINING

A. The contractor shall provide factory-trained instructor to give full instruction to designated personnel in the operation of the system installed. Instructors shall be thoroughly familiar with all aspects of the subject matter they are to teach. The contractor shall provide all students with a student binder containing product specific training modules for the system installed. All training shall be held during normal working hours of 8:00 am to 4:30 PM weekdays.

B. Provide 24 hours of training for Owner's designated operating personnel. Training shall include:

Explanation of drawings, operations and maintenance manuals
Walk-through of the job to locate control components
Operator workstation and peripherals
DDC controller and ASC operation/function
Operator control functions including graphic generation and field panel programming
Operation of portable operator's terminal
Explanation of adjustment, calibration and replacement procedures
Student binder with training modules

C. Since the Owner may require personnel to have more comprehensive understanding of the hardware and software, additional training must be available from the Contractor.

3.12 PROJECT MANAGEMENT

A. Provide a designated project manager who will be responsible for the following:

1. Construct and maintain project schedule.
2. Authorized to accept and execute orders or instructions from General Contractor, Owner / Architect & Engineer.
3. Attend project meetings as necessary to avoid conflict and delays.
4. Make necessary field decisions relating to this section.
5. Coordination / Single point contact.
6. Have Internet access for project management.

END OF SECTION

SECTION 23 20 00

HVAC PIPE AND PIPE FITTINGS - GENERAL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install pipe and pipe fittings for piping systems specified in Division 23 - Mechanical.

1.2 RELATED WORK

A. Division 23 Mechanical:
   1. Earthwork.
   2. Valves, Strainers and Vents.
   3. Vibration Isolation.
   4. Insulation.
   5. Other Piping Sections

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. The particular type of pipe and fittings for each system is specified in the individual sections.

2.2 JOINTS

A. Make screwed joints using machine cut USASI taper pipe threads. Apply a suitable joint compound to the male threads only. Ream the pipe to full inside diameter after cutting. All-thread nipples are not permitted.

B. Dissimilar Metals. Make joints between copper and steel pipe and equipment using insulating unions or couplings such as Crane Company #1259; EPCO as manufactured by EPCO Sales, Inc.; or an approved equal.

C. Solder joints.
   1. Prior to making joints, cut pipe square and ream to full inside diameter. Clean exterior of pipe and socket. Apply a thin coat of suitable fluxing compound to both pipe and socket, and fit parts together immediately.
   2. Heat assembled joint only as required to cause the solder to flow. Run the joint full, slightly beaded on the outside, and wipe to remove excess solder.
   3. Use silver brazing alloy or Sil-Fos on refrigerant piping and on underground piping. Use lead free solder on all other copper piping.

D. Make welded joints as recommended by the standards of the American Welding Society. Ensure complete penetration of deposited metal with base metal. Provide filler metal suitable for use with base metal. Keep inside of fittings free from globules of weld metal. The use of mitered joints is not approved.

E. Flanged.
   1. Prior to installation of bolts, center and align flanged joints to prevent mechanical pre-stressing of flanges, pipe or equipment. Align bolt holes to straddle the vertical, horizontal or north-south centerline. Do not exceed 3/64" per foot inclination of the flange face from true alignment.

2. Use flat-face companion flanges only with flat-faced fittings, valves or equipment. Otherwise, use raised-face flanges.
3. Install gaskets suitable for the intended service and factory cut to proper dimensions. Secure with manufacturers recommended gasket cement.
4. Use ANSI nuts and bolts, galvanized or black to match flange material. Use ANSI 316 stainless steel nuts and bolts underground. Tighten bolts progressively to prevent unbalanced stress. Draw bolts tight to ensure proper seating of gaskets.
5. Use carbon steel flanges conforming to ANSI B16.5 with pipe materials conforming to ASTM A 105 Grade II or ASTM A 108, Grade II, ASTM A 53, Grade B. Use slip-on type flanges on pipe only. Use welding neck type flanges on all fittings. Weld slip-on flanges inside and outside.
6. Keep flange covers on equipment while fabricating piping. Remove when ready to install in system.

F. Mechanical Joints: Provide a stuffing box type mechanical joint adapted to use gasket, cast iron gland and bolts. Coat bolts with bitumastic enamel. Use joint parts similar in design to one of the following:
1. Doublex Simplex Joint manufactured by the American Cast Iron Pipe Company, Birmingham, Alabama.
2. U.S. joints manufactured by the United States Pipe and Foundry Company, Burlington, New Jersey.
3. Boltite Joint manufactured by the McWane Cast Iron Pipe Company, Birmingham, Alabama.
4. Flexlamp manufactured by the National Cast Iron Pipe Company, Birmingham, Alabama.

2.3 UNIONS

A. Use 150 lb. standard (300 lb. WOG) malleable iron, ground joint unions with bronze seat. Provide flanged joints on piping 2-1/2" and larger.
1. Where pipe material of different types join, use a dielectric union. Union shall be threaded, solder or as required for its intended use.

2.4 BRANCH CONNECTIONS

A. Pipe 2" and Smaller: For threaded piping, use straight size reducing tee. When branch is smaller than header, a nipple and reducing coupling or swagged nipple may be used.

B. 2-1/2" through 36": For welding piping, when branch size is the same as header size, use welding tee. For threaded branch connections, use 3000 lb. full coupling or Thread-o-let welded to header.

2.5 GASKETS

A. High Temperature Piping: Provide 1/16" thick ring gaskets of aramid reinforced SBR such as Garlock #3200 or 3400 or equal by Advanced Products and Systems.

B. Other Piping: Provide ring rubber gaskets, Garlock #7992 or equal by Advanced Products and Systems. Use 1/8" thick cloth reinforced neoprene gaskets. For smaller than 6", use 1/16" thick gasket.

2.6 FLOORS AND CEILING PLATES

A. Provide chrome-plated floor and ceiling plates around pipes exposed to view when passing through walls, floors, partitions, or ceilings in finished areas; size plates to fit pipe or insulation and lock in place.

2.7 DOMESTIC MANUFACTURE

A. All piping material, pipe and pipe fittings shall be manufactured in the United States of America.

PART 3 - EXECUTION

3.1 PIPE FABRICATION AND INSTALLATION

A. Make piping layout and installation in the most advantageous manner possible with respect to headroom, valve access, opening and equipment clearance, and clearance for other work. Give particular attention to piping in the vicinity of equipment. Preserve the required minimum access clearances to various equipment parts, as recommended by the equipment manufactured, for maintenance.

B. Cut all pipes to measurement determined at the site. After cutting pipe, remove burrs by reaming. Bevel plain ends of ferrous pipe.

C. Install piping neatly, free from unnecessary traps and pockets. Work into place without springing or forcing. Use fittings to make changes in direction. Field bending and mitering is prohibited. Make connections to equipment using flanged joints, unions or couplings. Make reducing connections with reducing fittings only.

D. Install piping without tapping out of the bottom of pipe.

3.2 WELD

A. Weld and fabricate piping in accordance with ANSI Standard B31.1, latest edition, Code for Pressure Piping.

B. Align piping and equipment so that no part is offset more than 1/16". Set fittings and joints square and true, and preserve alignment during welding operation. Use of alignment rods inside pipe is prohibited.

C. Do not permit any weld to project within the pipe so as to restrict flows. Tack welds, if used, must be of the same material and made by the same procedure as the completed weld. Otherwise, remove tack welds during welding operation.

D. Do not split, bend, flatten or otherwise damage piping before, during or after installation.

E. Remove dirt, scale and other foreign matter from inside piping before tying into existing piping sections, fittings, valves or equipment.

F. Bevel ends of ferrous pipe.

3.3 OFFSETS AND FITTINGS

A. Due to the small scale of drawings, the indication of offsets and fittings is not possible. Investigate the structural and finish conditions affecting the work and take steps required to meet these conditions.

B. Install pipe close to walls, ceilings and columns so pipe will occupy minimum space. Provide proper spacing for insulation coverings, removal of pipe, special clearances, and offsets and fittings.

3.4 SECURING AND SUPPORTING

A. Support piping to maintain line and grade, with provision for expansion and contraction. Use approved clevis-type or trapeze-type hangers connected to structural members of the building. Single pipe runs to be supported by approved clevis type hangers. Multiple pipe runs to be supported by approved trapeze type hangers. Do not support piping from other piping or structural joist bridging. Review structural drawings for additional information.

B. Provide supports both sides and within 12” of each horizontal elbow for pipe 6" and larger.

C. Support vertical risers with steel strap pipe clamps of approved design and size, supported at each floor. Support piping assemblies in chases so they are rigid and self-supported before the chase is closed. Provide structural support for piping penetrating chase walls to fixtures. On chilled water pipe supports shall be outside the insulation.

D. Where insulation occurs, design hangers to protect insulation from damage. Pipe saddles and insulation shields, where required, are specified in the appropriate insulation section and are sized in accordance with the schedule on the drawings.

E. Install trapeze hangers, properly sized, to support the intended load without distortion. Use hangers with 1-1/2” minimum vertical adjustment.

F. Use electro-galvanized or zinc plated beam clamps if acceptable to the structural engineer, threaded rods, nuts, washers and hangers. All hanger rods shall be trimmed neatly so that no more than 1 inch of excess hanger rod protrudes beyond the hanger nut. Use only on beams as directed by the Structural Engineer.

G. At outdoor locations, all supports, brackets and structural members shall be hot-dipped galvanized.

H. Provide hangers within 3' of pipe length from all coil connections.

I. Support spacing: As recommended by the project structural engineer and support manufacturer, but not more than listed below. Not to exceed spacing requirements of smallest pipe.

Pipe Size	Copper & Steel Max. Support Spacing, Ft.	Cast Iron Max. Support Spacing, Ft.	Minimum Rod Diameter, Inches
1" & smaller	6		3/8
1-1/4" & 1-1/2"	8	5	3/8
2"	10	5	3/8
3"	10	5	1/2
4" & 5"	10	5	5/8
6" and above	10	5	3/4

3.5 ANCHORS

A. Provide anchors as required. Use pipe anchors consisting of heavy steel collars with lugs and bolts for clamping to pipe and attaching anchor braces. Install anchor braces in the most effective manner to secure desired results. Do not install supports, anchors or similar devices where they will damage construction during installation or because of the weight or the expansion of the pipe. When possible, install sleeves in structural concrete prior to pouring of concrete.

3.6 PIPE SLEEVES

A. Sleeves through masonry and concrete construction:
   1. Fabricate sleeves of Schedule 40 galvanized steel pipe.
   2. Size sleeve large enough to allow for movement due to expansion and to provide continuous insulation.

B. Sleeves through gypsum wall construction.
   1. Fabricate sleeves of 16 gauge galvanized sheet metal.

C. Sleeves through elevated slab construction.
   1. Fabricate sleeves of Schedule 40 galvanized steel pipe with welded center flange in floor.

D. Extend each sleeve through the floor or wall. Cut the sleeve flush with each wall surface. Sleeves through floors shall extend 2” above floor lines for waterproofing purposes. Slab on grade floors shall not be sleeved except where penetrating waterproofing membrane or insect control is required.

C. Caulk sleeves water and air tight. Seal annular space between pipes and sleeves with mastic compound to make the space water and air tight.

D. For sleeves below grades in outside walls, provide Thunderline Link-Seal or Advance Product and System Interlynx, with 316 stainless steel nuts and bolts, with cast iron pressure plate.

E. Provide chrome plated escutcheon plates on pipes passing through walls, floors or ceilings exposed to view. At exterior walls, stainless steel sheet metal is to be used.

F. For sleeves through fire and smoke rated walls, seal with a UL through-penetration firestop, rated to maintain the integrity of the time rated construction. Install in accordance with the manufacturer's installation instructions. Comply with UL and NFPA standards for the installation of firestops. Refer to Architectural drawings for all fire and smoke rated partitions, walls, floors, etc.

3.7 ISOLATION VALVES

A. Provide piping systems with line size shutoff valves located at the risers, at main branch connections to mains for equipment, to isolate central plant, and at other locations.

3.8 DRAIN VALVES

A. Install drain valves at low points of water piping systems so that these systems can be entirely drained. Install a line size drain valve for pipes smaller than 2" unless indicated otherwise. For pipes 2-1/2" and larger, provide 2" drain valves unless indicated otherwise. Drain valves shall be plugged when not in use and at completion.

3.9 CLEANING OF PIPING SYSTEMS

A. General cleaning of piping systems. Purge pipe of construction debris and contamination before placing the systems in service. Provide and install temporary connections as required to clean, purge and circulate. Flush the chilled and hot water systems utilizing the filter feeders.

B. Install temporary strainers at the inlet of pumps and other equipment as necessary where permanent strainers are not indicated. Keep strainers in service until the equipment has

been tested, then remove either entire strainer or straining element only. Fit strainers with a line size blow down ball valve and pipe to nearest drain. Blow down strainers, remove and clean as frequently as necessary.

C. Phase One: Initial flushing of system. Remove loose dirt, mill scale, weld beads, rust and other deleterious substances without damage to system components. Open valves, drains, vents and strainers at all system levels during flushing procedures. Flush until “potable water clear” and particles larger than 5 microns are removed.

D. Connect dead-end supply and return headers, even if not shown on the drawings, and provide terminal drains in bottom of pipe end caps or blind flanges.

E. Dispose of water in approved manner.

F. Phase Two: Cleaning of Piping Systems. Remove, without chemical or mechanical damage to any system component, adherent dirt (organic soil), oil, grease, (hydrocarbons), welding and soldering flux, mill varnish, piping compounds, rust (iron oxide) and other deleterious substances not removed by initial flushing. Chemical shall be equal to Nalco 2578 prepping compound. Insert anti-foam compound as necessary. Circulate for 48 hours or as recommended by the manufacture. Dispose of water in approved manner. Flush system and replace with clean water. Verify compatibility of chemicals used with existing chemical treatment program on remodel projects.

G. Phase Three: Final flushing and rinsing: Flush and rinse until “potable water clear” and particles larger than 5 microns are removed. Operate valves to dislodge any debris in valve body. Dispose of water in approved manner.

H. Submit status reports upon completion of each phase of work on each system.

I. Special requirements, if any, are specified in the sections on each type of piping or in the section on Water Treatment Systems.

3.10 TESTING

A. Test piping after installation with water hydrostatic pressure of 1-1/2 times operating pressure (150 psig minimum) and carefully check for leaks. Repair leaks and retest system until proven watertight.

B. Do not insulate or conceal piping systems until tests are satisfactorily complete.

C. If any leaks or other defects are observed, suspend the test and correct the condition at once. Repeat testing until leaks are eliminated and the full test period is achieved.

D. The satisfactory completion of testing does not relieve the Contractor of responsibility for ultimate proper and satisfactory operation of piping systems and their accessories.

3.11 PIPE MARKERS

A. Identify interior exposed piping and piping in accessible chases or plenums with Opti-Code Brady Pressure Sensitive Adhesive Pipe Markers, consisting of pipe marker and direction of flow arrow tape. Clean pipe prior to installation. Background colors of markers, arrows and tape for each type of system shall be the same. Meet ANSI/OSHA

standards and clearly identify each system. Provide minimum 2-1/4-inch letters through 4-inch pipe and 4-inch letters for 5-inch pipe and larger.

B. Identify exterior and mechanical room piping with Snap Around pipe markers through 4-inch pipe and Strap Around markers 5-inch pipe and larger. Pipe markers consisting of pipe marker and direction of flow arrow tape; background colors of markers, arrows and type for each type of system shall be the same. Meet ANSI / OSHA standards and clearly identify each system. Provide minimum 2-1/4-inch letters through 4-inch pipe and 4-inch letters for 5-inch pipe and larger.

C. Install identification in the following locations:
   1. both sides of penetrations through walls, floors and ceilings.
   2. Close to valves or flanges.
   3. Intervals on straight pipe runs not to exceed 50 feet
   4. Apply marker where view is obstructed.

D. Pipe markers shall meet or exceed the specifications of the ASME A13.1 “Scheme for Identification of Piping Systems”.

END OF SECTION

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SECTION 23 21 13

HOT WATER AND CHILLED WATER PIPING, VALVES AND APPURTENANCES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install heating water and chilled water piping, valves and appurtenances, including fittings and strainers. Domestic hot water piping is specified in the Domestic Water Piping and Appurtenances section.

1.2 RELATED WORK

A. Division 23 Mechanical:
1. Pipe and Pipe Fittings - General
2. Valves, Strainers and Vents
3. Vibration Isolation
4. Insulation

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. For pipe 2" and less in diameter, provide pipe conforming to ASTM A 53, Grade A or B, or ASTM A106 standard weight seamless, or electric-resistance welded black steel pipe. Furnish 150 lb. screwed malleable iron fittings conforming to ANSI B 16.3 for chilled water. Provide fittings conforming to ANSI B 16.4 for hot water.

B. For pipe 2-1/2" in diameter and larger, provide pipe meeting the requirements of ASTM A 53, Grade A or B, or ASTM A 106 standard weight seamless, or electric-resistance welded black steel pipe with standard weight seamless steel welded fittings, satisfying ASTM A 234, Grade WPA or WPB, ANSI B16.9.

2.2 VALVES

A. Refer to Section 23 05 23.

B. Refer to Building Management and Control System.

2.3 WATER SPECIALTIES

A. Automatic air vents shall be float actuated high capacity air vent designed to purge free air from the system and provide shutoff at pressures up to 150 psig at a maximum temperature of 250 degrees F. The design of the high capacity air vent shall prevent air from entering the system if system pressure should drop below atmospheric pressure. The high capacity air vent shall purge free air at pressures up to 150 psig during normal system operation. The high capacity air vent shall be constructed of cast iron and fitted with components of stainless steel, brass, and EPDM.
1. Acceptable Manufacturers: Bell & Gossett, Armstrong, Taco, and Wheatley.

PART 3 - EXECUTION

3.1 TESTING

A. Test all piping systems to assure they are absolutely leak free.

B. Apply a hydraulic pressure 1-1/2 times the operating pressure, 150 psig minimum, and check for leaks. Maintain test for a minimum of 24 hours. The piping system must remain absolutely tight during this period. The satisfactory completion of any test or series of

tests will not relieve the contractor of responsibility for ultimate proper and satisfactory operation of piping systems and their accessories. The test should be observed by the Engineer before pressure is removed and water drained.

3.2 AIR HANDLING UNIT PIPING

A. Provide a minimum of 12" of straight pipe at all coil piping connections.

END OF SECTION

SECTION 23 21 23

HVAC PUMPS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. General characteristics for pumps specified in Division 23 - Mechanical.

1.2 RELATED WORK

Requirements for pumps are specified in other sections of Division 23 - Mechanical, including the following:

A. Division 23 Mechanical - Electrical Provisions of Mechanical Work.

1.3 PUMP SELECTION

A. Select pumps conservatively for scheduled conditions. Furnish pumps that have reasonably high efficiencies, with peak efficiency at or near rated conditions. Select pumps that will operate stably at 15' suction lift despite substantial reduction in head or substantial increase in delivery.

B. If the pumps proposed are not considered suitable, submit manufacturer's data on other pumps, for review.

C. Scheduled design flow, design head, pump efficiency, and motor horsepower are the minimum acceptable.

D. The pump curve shall rise continuously from maximum flow to cut-off.

E. Shut-off head approximately 10 percent greater than design head, unless otherwise indicated in pump schedules.

F. Pump brake horsepower shall not exceed the motor horsepower rating over the entire operating range from shut-off to run-out.

G. Select the pump for operation at or near peak efficiency.

H. Cavitation-free at all points on the curve.

I. Impeller diameter shall not exceed 90 percent of the maximum published diameter.

J. Pumps shall be suitable for parallel operation. Where pumps are operated in parallel, individual pumps shall be capable of stable operation with only one pump operating in the system. Submit pump curves with single and multiple pumps operating on system curve for approval.

1.4 PUMP SIZE AND TYPE

A. Provide motor-driven pumps of the type and speed scheduled. Select pumps that are not overloaded throughout the entire range of pump operation. Provide pump connection sizes as indicated.

B. The head capacities indicated in the schedules are listed for bidding purposes only. Calculate the operating head at each pump; take into consideration the actual routing of

the various lines, pressure drops in heat exchangers and coils, exact lengths of pipe, fittings, etc. Submit these calculations, together with copies of manufacturer's performance curves, as shop drawings on each pump. Clearly mark the curves for each pump to indicate the diameter of the impeller and the selection point.

1.5 CERTIFIED DATA

A. Submit factory certified pump curves showing pump performance characteristics with pump and system operating points plotted. Curves shall include as a minimum, flow (gallons per minute), head (feet of water), all available impeller diameters (inches), efficiency (percent), net positive suction head required (feet of water), brake horsepower, pump size and pump model. When multiple pumps are operating in parallel, show pump curves for one pump running, two pumps running, and so on. Show pump curves with system curve plotted.

PART 2 - PRODUCTS

2.1 HORIZONTAL PUMPS

A. Pump Construction:
1. Cast iron, designed for 175 psi working pressure
2. Bronze case wear rings
3. Grease lubricated ball bearings selected for an average life of 200,000 hours; pressure grease fittings
4. Flexible coupled
5. Hot Dipped galvanized drip-rim structural steel base extending past the pump flanges allowing all condensation to be accumulated. Galvanized integral drain pan.
6. Falk all-metal center dropout spacer coupling
7. Totally enclosed metal or high-impact polyethylene plastic (Orange Peel) coupling guard per ANSI B15.1, Section 8 and OSHA 1910.219
8. Suction and discharge flange gauge ports
9. Fully enclosed bronze impeller keyed to the shaft
10. 304 Stainless steel shaft minimum

B. End suction pump volute with integrally cast pedestal support foot for back pullout to allow pump to be serviced without disturbing the system piping. Pumps utilizing pedestal mounted bearing frames in lieu of volute will not be accepted.

C. Bearings:
1. Conform to Anti-Friction Bearing Manufacturers Association (AFBMA) Standards
2. Ball or roller bearing pillow block type
3. Self-aligning
4. AFBMA L50 rating of 200,000 hours

D. Horizontal or vertical split case pumps: Double row grease lubricated ball bearing each side.

E. Provide each pump with an internally flushed mechanical seal. If external flush line is required, provide sediment filter for each line.
1. Use seal materials suitable for the pumped liquid
2. Renewable bronze or stainless shaft sleeve

F. Provide each pump with a stuffing box with packing:
1. Hardened 440C stainless steel renewable shaft sleeve
2. Bronze gland and stainless steel gland bolts
3. Oil graphite packing

G. Paint entire unit with two coats of machinery enamel after completion of installation.

H. Pump Motor:
1. Premium efficiency
2. Totally enclosed fan cooled
3. Cast iron frame and end plate
4. Forge steel lifting eye
5. Over sized conduit box with ground lug
6. So sized with relation to the pump impeller that the brake horsepower requirements will not overload the motor at any point on the pump curve
7. Designed for Variable Frequency Drive Application
8. Provide with factory installed shaft grounding rings by AEGIS.
9. Minimum Efficiency

3 hp	1800 rpm	89.5%
5 hp	1800 rpm	90.2%
7.5 hp	1800 rpm	91.7%
10 hp	1800 rpm	91.7%
15 hp	1800 rpm	92.4%
20 hp	1800 rpm	93%
25 hp	1800 rpm	93.6%
30 hp	1800 rpm	94.1%
40 hp	1800 rpm	94.5%
50 hp	1800 rpm	94.5%
60 hp	1800 rpm	95%
75 hp+	1800 rpm	95.4%

I. Data plates:
1. Provide the pump with a nameplate constructed of 300 series stainless steel securely fastened to pump casing with stainless steel pins.
2. Locate the nameplate for easy visibility.
3. Clearly stamp the rating conditions and other data below, as a minimum, on the nameplate.
   a. Manufacturer, address, telephone number
   b. Pump model number
   c. Pump serial number
   d. Size (including impeller diameter scheduled in inches)
   e. Type
   f. Equipment designation as listed on the pump schedule.
   g. Flow scheduled (gallons per minute)
   h. Dynamic head scheduled (feet of water)
   i. Efficiency (percent)
   j. Shut-off head (feet of water)
   k. Speed (rpm)
   l. Brake horsepower
   m. Maximum brake horsepower with rated impeller
   n. Rotation
   o. Maximum allowable pressure (psig)

J. The schedule on the drawing sets forth the type of pump and GPM required.
1. The head capacities and horsepower are for bidding purposes only.
2. Make pump selection based on actual system calculations.

K. Acceptable manufacturers:
1. Aurora

2. Bell & Gossett
3. Patterson
4. Weinman
5. TACO

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install the pumps in accordance with Manufacturer's "Installation, Start-up and Service Instructions".
   1. Provide access space around pumps for service.
   2. Install pumps on concrete housekeeping base, with anchor bolts, set and level, and grout in place. Install stainless steel drain pan with trough under chilled water pumps only.
   3. Provide air cock and drain connection piped to floor drain.
   4. Lubricate pumps prior to start-up.
   5. Install condenser water pumps to ensure a full flooded suction.
   6. Paint entire unit with two coats of machinery enamel after completion of installation.
   7. Provide a spool piece between the suction diffuser and the suction side of the pump minimum length 8" face to face.
   8. Provide pressure taps with valves on each side of the pump.
   9. Install hot water circulator horizontally, properly supported to wall, in an accessible location for testing and maintenance at a height not to exceed 60” above finished floor. Install line size Ernst bronze rotating wheel, flow indicator with double window, downstream of circulator.

B. Provide a line size isolation valve and strainer on the pump suction and a line size silent check valve and balancing valve on the pump discharge. Provide an automatic air vent off the pump casing. For base mounted pumps, provide a drain line the full size of the base connection and extend it to and terminate it over the nearest floor drain.

C. Support piping adjacent to the pump such that no weight is carried on the pump casing. Decrease from pipe size with eccentric reducer on suction side and concentric increaser on discharge side.

D. Ensure pumps:
   1. Operate at specified system fluid temperatures without vapor binding and cavitation.
   2. Are non-overloading in parallel and individual operation.
   3. Operate within 25 percent of midpoint of published maximum efficiency curve.

E. Refer to pump detail on the Contract Drawings for piping accessories to be provided.

3.2 ALIGNMENT FOR BASE MOUNTED PUMPS

A. Set the pump on a concrete inertia base or concrete housekeeping pad as specified; anchor, level and grout.

B. Align the pump and driver in accordance with Hydraulic Institute Standards for centrifugal, rotary and reciprocating pumps.

C. Realign the pump and driver after initial leveling of pump base before placing the grout and again after the grout has set and the foundation bolts are tightened. Recheck the alignment after the piping has been connected.

3.3 MANUFACTURER START-UP SERVICE ALIGNMENT

A. After installation, the pumps and motors are to be aligned by the manufacturer or their representative utilizing a dial indicator. After completion, a formal report must be submitted by the Manufacturer to the Engineer prior to final acceptance. This report must include pump serial number, location, beginning and final alignment at a minimum.
   1. Technicians, as required, shall be trained and experienced in the work they perform (contractor start-up / alignment is unacceptable).

B. Before starting pumps, but after connecting piping:
   1. Align shafts and coupling with a precision dial indicator alignment instrument to the minimum tolerances .004 (TIR) per inch of coupling radius or as recommended by the manufacturer, whichever is the greater.
   2. Tabulate the actual pump alignment reading with manufacturer's minimum tolerances.
   3. Submit readings for approval.
   4. Include the approved readings in the Owner's Maintenance Manual.

3.4 FINAL PUMP FLOW CALIBRATION

A. Based on the results of the final phases of the test and balance sequences, if the flow of the unthrottled pump is more than 10% above the scheduled values:
   1. Request detailed instructions from the pump manufacturer for the correct impeller diameter.
   2. Trim the impeller to the diameter recommended by the manufacturer, employing precision machinery.

B. Enter the information on the final configuration of the pump in the Owner's Manual.
   1. Modify the pump nameplate to reflect the correct head and flow data and the impeller diameter.

3.5 SPARE PARTS

A. Provide the following spare parts and material to the Owner for his use after the warranty period.
   1. A mechanical seal for each pump
   2. A set of bearings for each pump

END OF SECTION

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SECTION 23 25 13

CIRCULATING WATER SYSTEM CHEMICAL TREATMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide equipment, chemicals and treatment materials for the complete water treatment system.

B. Determine which chemicals to use from the results of a water sample analysis taken from the building domestic water supply.

C. Provide water treatment products, holding reservoirs, equipment and labor for testing, cleaning, flushing and dispensing products to achieve the required water quality for each system specified.
   1. Closed chilled and hot water systems

1.2 SERVICE AND SUPPLIES

A. All work shall be performed by a qualified, full-time, Water Program Manager.
   1. Specialist in the field of industrial water treatment.
   2. Facilities include water analysis laboratory, development facilities and service department.

B. Provide a water treatment test set for each system (pH, alkalinity, hardness, chloride) for field use including test equipment and reagents as required for specific use with the treatment products employed.

C. Where specialized supplementary testing or control equipment is required, provide appropriate items.

D. Provide a water management and service program for a period of one year beginning at substantial completion. Make routine visits bi-weekly during first two months of operation and monthly during the remainder of the specified period.

E. Routing Services
   1. Check and adjust water treatment system operation.
   2. Instruct, train and advise operating personnel.
   3. Check efficiency of chemicals and chemical applications.
   4. Replenish chemicals and replace expendables.
   5. Clean or replace filter in feeder.

F. Chemically clean the piping system.

G. Provide a complete laboratory analysis of water samples. Insert in the Owner's manuals.

H. Provide review of report figures in the field water testing.

1.3 QUALITY ASSURANCE

A. Acceptable program manager shall have:
   1. Research and development facilities.
   2. Regional laboratories capable of making water analysis.
   3. A service department and qualified technical service representatives located within a reasonable distance of the project site.

4. Service representatives who are registered Engineers or factory-certified technicians with not less than 5 years of water treatment experience with the water treatment system manufacturer.

B. Ensure that all products, packaging, blow-down or other effluents do not violate local, state, or federal laws or regulations. Use only chemicals that are registered, when required, with the U.S. Department of Agriculture or the U.S. Environmental Protection Agency and that are labeled as required by law.

C. Provide electrical products that have been tested, listed and labeled by Underwriters Laboratories and comply with the National Electrical Manufacturers Association Standards.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Worth Hydrochem of Houston

B. Nalco Chemical Company

C. Allegheny Southwest

D. Garret-Callahan

E. Lakewood Instruments Uniloc Division

F. Hydro Systems, Inc.

2.2 CLOSED CHILLED AND HOT WATER SYSTEM

A. By-pass filter feeders in the hot water and chilled water systems:
1. Rated at 40-gpm capacity.
2. Operating conditions: 150 psig and 250°F.
3. Quick opening cap with a Buna N-O ring seal; or 1-1/2" valve and funnel.
4. 5 micron polypropylene filter bag mounted in a perforated stainless steel holder. Filter bag shall be supported from top of feeder.
   a. Filter bag and holder shall extend full length of feeder tank.
   b. Bottom feed tanks are not acceptable.
5. Fabricated hot dipped galvanized steel support legs and frame. Refer to detail drawing for requirements.

6. Provide sufficient quantity of filter bags for warranty period. Minimum of six additional bags provided to owner.

B. Acceptable Manufacturers
1. Neptune Model FTS-5
2. Efficiency Dynamics FF-100.
3. J.L. Wingert Model FHC-5HD.
4. Hydro-systems HS-800
5. Vector Industries, Inc. FA-900

C. Treatment chemicals:
1. Furnished as a concentrated liquid in 5 gallon pails
2. A corrosion inhibitor of the nitrite-borate type.
3. Maintained at a nitrite residual of 600 – 800 ppm in chilled loops and 1000-1500 in hot loops.

4. With effective copper, black iron, stainless steel and aluminum corrosion inhibitors.
5. Form a protective film to prevent corrosion and scale formation.
6. Have colored dye to indicate presence.

D. Multiple chemicals used in a common system shall be compatible.

E. Flow Indicator:
1. Bronze Construction
2. Rotating Wheel
3. Line Size
4. Double Window
5. Ernst Flow Industries Model EFIE-57-3

PART 3 - EXECUTION

3.1 INSTALLATION/START-UP

A. In accordance with manufacturer's recommendations.

B. Anchor the chemical filter feeder to a concrete housekeeping pad using wedge type expansion anchors.

D. Clean and flush closed loops systems.
1. Clear water flush systems before introducing chemical cleaners.
2. Chemical cleaner shall be introduced into the systems to remove construction related oils, greases, threading compounds, and silt.
3. Chemical Cleaner shall passivate and pre-film pipe system.

3.2 WATER ANALYSIS

A. The chemical treatment agency shall provide the services of a testing laboratory to perform a site water analysis. As a minimum, conduct the following tests in accordance with ASTM standards and to the satisfaction of the Owner/Engineer.
1. Silica in water and wastewater.
2. Acidity or alkalinity of water.
3. Iron in water.
4. Hardness of water.
5. Ph of water.
6. Particulate and Dissolved Matter, Solids or Residue in Water.
7. Turbidity in water.
8. Corrosivity of water in absence of heat transfer.
9. Standard practices for sampling water.

B. Take water samples in accordance with ASTM.

C. Prepare a test report in accordance with ASTM for each of the tests conducted.

D. Submit the test reports to the Engineer.

3.3 CHEMICAL TREATMENT

A. The chemical treatment agency shall provide complete services necessary for chemically cleaning and treatment the following systems:
1. Chilled water.
2. Hot water.
3. Condenser water.

B. The chemical treatment agency shall provide, but not be limited to the following:
   1. Equipment and installation.
   2. Chemicals.
   3. Analytical and testing work.
   4. Inspection.
   5. Calculations.
   6. Assistance to the trade installing the piping.
   7. Instruction to Owner.

C. Determine which chemicals to use from the results of site water analysis. Provide the chemical necessary to achieve the desired water condition.

D. Examine and supervise flushing and pipe cleaning operations and verify that the systems are clean, free of debris and rust and other construction materials before starting water treatment.

E. After the piping has been flushed, cleaned, rinsed and charged with chemicals, then start-up and operate the chemical treatment equipment to provide steady, stable characteristics for the systems treated.

F. During construction, instruct the Contractor in the field piping and wiring of chemical feeding equipment. If such piping and wiring details are not shown on the Contract Drawings, then provide all equipment, piping, wiring, instrumentation and chemicals to provide a complete and operating system without additional cost.

G. After the chemical treatment is functioning as intended, the chemical treatment agency shall demonstrate to the Engineer the chemical treatment operation.

3.4 OWNER TRAINING

A. A chemical treatment agency, in conjunction with the chemical treatment equipment manufacturer's factory representative, shall train the Owner to operate and maintain the chemical treatment system as a whole and in part for each piece of equipment.

B. Furnish to the Owner a chemical treatment administration manual covering the chemical treatment program for each of the systems treated. The manual shall include, but not be limited to:
   1. Name, address and telephone number of the chemical treatment agency and each of the equipment manufacturers.
   2. Operation and maintenance manuals.
   3. Test reports.
   4. Chemical data sheets.
   5. A narrative describing the chemical treatment program for each of the systems being treated.

3.5 TESTING AND INSPECTION

A. After the systems have been accepted, the chemical treatment agency shall visit the site every month during the warranty period.

B. During each visit:
   1. Check and adjust the chemical treatment equipment.
   2. Check the chemistry of the treated system to confirm the chemicals are maintaining the system as intended.
   3. Advise and instruct the Owner on operational changes made to the chemical treatment program.

4. Take a water sample of each system being chemically treated and have the samples tested by a testing laboratory. Prepare a report for each water sample and submit it to the Owner. Include in the test report the changes that need to be made to the chemical treatment program.
5. Maintain complete records of the treatment program for each system at the project site. Keep the records in a hardbound manual with the building manager. A second copy shall be maintained by the agency for the agency's records.

C. Routine visits must be coordinated with the Owner.

D. Send copy of monthly report to Engineer for Verification.

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SECTION 23 31 13

DUCTWORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Duct construction, support and accessories. Dimensions shown on the drawings are free area dimensions.

1.2 RELATED WORK

A. Division 23 Mechanical
   1. Air Handling Units
   2. Insulation
   3. Testing, Balancing and Adjusting (TAB) of Environmental Systems

B. Division 9 – Finishes, Painting and Color Coding

1.3 QUALITY ASSURANCE

A. The intent of ductwork specifications is to obtain superior quality workmanship resulting in an installation that is absolutely satisfactory in both function and appearance. Provide ductwork in accordance with the specifications for each type of service.

B. An approved contractor for this work under this division shall be:
   1. A specialist in this field and have the personnel, experience, training, skill, and the organization to provide a practical working system.
   2. Able to furnish evidence of having contracted for and installed not less than 5 systems of comparable size and type that have served their owners satisfactorily for not less than 5 years.

1.4 GUARANTEE

A. Guarantee ductwork for 1 year from the date of substantial completion. The guarantee covers workmanship, noise, chatter, whistling, or vibration. Ductwork shall be free from pulsation under conditions of operation.

1.5 CONTRACTOR COORDINATION

A. Erect ducts in the general locations shown, but conform to structural and finish conditions of the building. Before fabricating any ductwork, check the physical conditions at the job site and make necessary changes in cross sections, offsets, and similar items, whether they are specifically indicated or not.

B. Coordinate location of ductwork with structural members and Architectural drawings and requirements.

1.6 SHOP DRAWINGS AND SAMPLES

A. Submit shop drawings of all ductwork layouts, including enlarged plans and elevations of all air handling equipment, and summit details of duct fittings, including particulars such as gauge sizes, welds, and configurations prior to starting work.

B. Submit product data and sealing materials to be used.

C. Submit sound attenuation data.

D. Submit shop drawings in plan, elevation and sections, and three-dimensional view showing equipment in mechanical equipment areas.

PART 2 - PRODUCTS

2.1 STANDARDS AND CODES

A. Except as otherwise indicated, sheet metal ductwork material and installation shall comply with the latest edition of SMACNA HVAC Duct Construction Standards. Air distribution devices (such as dampers) included in this specification shall comply with the latest applicable SMACNA Fire, Smoke and Radiation Damper Installation Guide for HVAC Systems and NFPA 90A.

2.2 DUCT MATERIAL AND CONSTRUCTION

A. Except for the special ducts specified below use lock forming quality prime galvanized steel sheets or coils up to 60" wide. Stencil each sheet with gauge and manufacturer's name. Stencil coils of sheet steel throughout on 10' centers with gauge and manufacturer's name. Provide certification of duct gauge and manufacturer for each size duct.

B. Rectangular low and medium pressure duct constructed of sheet metal in accordance with the latest edition of SMACNA HVAC Duct Construction Standards.

C. Medium pressure oval and round ductwork shall be spiral seam. Spiral lock-seam SMACNA Type RL-1. Fittings shall be welded construction.
   1. Galvanized

D. Low pressure round ducts shall be shop fabricated with snap lock longitudinal seams. Ducts shall be constructed for a minimum of 2" w.g. static pressure.

2.3 DUCT SEALING OF SEAMS AND JOINTS

A. Follow seal classification as indicated in Table 1-2 of SMACNA "HVAC AIR DUCT LEAKAGE TEST MANUAL". Use seal class A for 4" w.g. static. All longitudinal and transverse joints and seams shall be sealed by use of a fireproof, non-hardening, and non-migrating elastomeric sealant. With the exception of continuously welded joints and machine made spiral lock seams, joints and seams made air tight with duct sealer.
   1. Indoor applications – Foster 32-14
   2. Outdoor applications – Foster 32-17

2.4 FLEXIBLE DUCT LOW PRESSURE

A. Construction:
   1. Continuous galvanized spring steel wire helix, with reinforced metalized cover
      a. The fabric shall be mechanically fastened to the steel helix without the use of adhesives.
   2. UL 181 Class I air duct label
   3. Reinforced vapor barrier jacket
   4. Rated for use at system pressure (6" wc minimum)
   5. Flexible duct connections from lateral taps to variable volume boxes or terminal boxes shall be rated at twice the maximum pressure rating of the medium pressure system.

B. Fire hazard classification:

1. Flame spread rating 25 maximum.
2. Smoke developed rating 50 maximum.

C. Thermal characteristics:
1. R-6 BTU/hr/sq. ft./°F (when located in a conditioned plenum)
2. R-8 BTU/HR/Sq.Ft./°F (when located in an unconditioned plenum)
3. 2" minimum wall thickness insulation with 1" overlap

D. Acceptable manufacturers:
1. Flexmaster
2. Hart & Cooley
3. Omniair
4. Peppertree Air Solutions

2.5 FLEXIBLE DUCT MEDIUM/HIGH PRESSURE

A. The duct shall be constructed of a heavy coated fiberglass cloth fabric supported by helical wound galvanized steel. The fabric shall be mechanically fastened to the steel helix without the use of adhesives.

B. The internal working pressure rating shall be at least as follows with a bursting pressure of at least two times the working pressure:
Positive: 12" w.g.
Negative: 5" w.g.

C. The duct shall be rated for a velocity of at least 5500 fpm.

D. Suitable for operating temperature range of -20°F to +250°F.

E. Factory insulate the flexible duct with fiberglass insulation.
1. R-6 BTU/hr/sq. ft./°F (when located in a conditioned plenum)
2. R-8 BTU/HR/Sq.Ft./°F (when located in an unconditioned plenum)
3. 2" minimum wall thickness insulation with 1" overlap

F. Cover the insulation with a fire retarding polyethylene vapor barrier jacket having a permeance of not greater than 0.10 perms when tested in accordance with ASTM E96, Procedure A.

G. Acceptable manufacturers:
1. Flexmaster
2. Omniair
3. Peppertree Air Solutions

2.6 FIRE DAMPERS

A. Fire dampers for required wall ratings that are 95% minimum free area. Provide Type B or Type C UL dampers for low, medium and high-pressure rectangular, square or round ducts. Dampers shall be activated by a fusible link designed to react at 165°F. Install per manufactures recommendations to provide a UL assembly. Provide sealed sleeve to meet desired leakage performance.

B. Acceptable Manufacturers:
1. Ruskin
2. Prefco Products
3. Air Balance
4. Greenheck, Inc.

5. Nailor Industries
6. Pottoroff

2.7 DUCT LINING

A. Duct lining shall be 1" thick, 1-1/2 lb. density, flexible lining coated on the air stream side to reduce attrition. Liner shall be Schuler Lina-Coustic, Certain-Teed Ultralite, or equal meeting requirements of NFPA 90-A. Provide I.A.Q. rated liner.

2.8 VOLUME DAMPERS

A. Manual balancing dampers that meet or exceed the following minimum construction standards:
1. Frame 16-gauge
2. Blades 16-gauge
3. Bearings corrosion resistant
4. Concealed linkage
5. Opposed blade dampers

B. Acceptable manufacturer:
1. Ruskin Model MD-35 or approved equal, by
2. Arrow
3. American Warming and Ventilating
4. Nailor Industries
5. Pottoroff

2.9 ACCESS DOORS

A. Round spin-in door of galvanized steel.
1. Fire proof sealing gaskets and quick fastening locking devices
2. Insulated door
3. Conform to the requirements of the NFPA
4. Identification and use of each access door
5. UL label to match the construction in which it is installed
6. Cable attached to door and outer frame
7. Low leakage Access Door

B. Acceptable Manufacturer
1. Flex master, Inspector Series
2. Approved Equal

2.10 AUXILIARY DRAIN PANS

A. Galvanized steel, same gauge and same bracing or cross breaks as a duct with same dimensions. Sides of pan turned up to 1-1/2”, all joints soldered watertight. Pan is to be large enough to complete cover drip lines of unit.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use construction methods and requirements as outlined in SMACNA HVAC Duct Construction Standards as well as SMACNA Balancing and Adjusting publications, unless indicated otherwise in the specifications. Refer to details on the drawings for additional information.

B. Reinforce ducts in accordance with recommended construction practice of SMACNA. Provide additional reinforcement of large plenums as required to prevent excessive flexing and or vibration.

C. Cross break or bead sheet metal for rigidity, except ducts that are 12" or less in the longest dimension.

D. Where ducts pass through walls in exposed areas, install suitable escutcheons made of sheet metal angles as closers.

E. At locations where ductwork passes through floors, provide watertight concrete curb around penetration.

F. Support ducts where passing through floors with galvanized steel structural angles of adequate bearing surface.

G. Metal or lined ductwork exposed to view through grilles, registers, and other openings shall be painted flat black. Do not install grilles, registers, or similar items until painting is complete.

H. Fire Dampers shall be installed per manufacturer's recommendations to create a UL rated assembly.

I. Install end bearing at all location where damper shaft penetrates duct wall.

J. Clean duct to remove accumulated dust. Ducts shall be closed on ends between phases of fabrication to assure that no foreign material enters the ducts.

3.2 DUCTWORK

A. Construct rectangular ducts and round ducts in accordance with the latest SMACNA HVAC Duct Construction Standards. Use the static pressure specified on the air handling unit schedule or fan schedules as a minimum for duct construction. All ductwork between the variable volume air handling units and the terminal units shall be constructed to the medium pressure ductwork specification.

B. Provide adjustable, galvanized splitter-dampers, pivoted at the downstream end with appropriate control device at each supply duct split.

C. For branch ducts wider than 18", and when shown on drawings provide extractors with an appropriate control device at each rectangular zone or branch supply duct connection. Provide controllers for extractors. Branch ducts shall have a 45° angle in the direction of flow. Do not provide extractor at branch ducts to sidewall registers where the registers are within 10 feet of the main duct.

D. Shop manufactured curved blade scoops may be used for branch duct takeoffs up to 18" wide. Taper scoop blade to the end, to prevent any sagging that may cut into, or damage duct liner if specified during operation.
   1. Construct shop manufactured scoops and splitter blades of galvanized sheet metal 2 full gauges heavier than equivalent sheet metal gauge of branch duct (up to 16 gauge).
   2. Check extractors, scoops and splitter blades thoroughly for freedom of operation. Oil bearing points before installing.

E. Use pushrod operator with locking nut and butt hinges assembly.

F. Provide opposed-blade volume dampers with an appropriate control device in each of the following locations:
   1. Return air ductwork
   2. Outside air branch duct
   3. Exhaust branch duct
   4. Exhaust connections to hoods except kitchen grease hoods or equipment
   5. In each zone at multi-zone unit discharge installed downstream of duct mounted re-heat coils
   6. At each outside air and return air duct connection to plenum of constant volume units
   7. At discharge side of constant volume boxes
   8. Where otherwise indicated or required for balancing coordinate location of additional dampers required by TAB Contractor.
   9. Provide multi-blade dampers when blade width exceeds 12". Provide end bearing where damper shaft penetrates duct wall.

G. Elbows:
   1. Rectangular: Where square elbows are shown, or are required for good airflow, provide and install single-wall or airfoil turning vanes. Job-fabricated turning vanes, if used, shall be single-thickness vanes of galvanized steel sheets of the same gauge metal as the duct in which they are installed. Furnish vanes fabricated for the same angle as the duct offset. The use of radius elbows with a centerline radius of not less than 1-1/2 times the duct width may be provided in lieu of vaned elbows where space and air flow requirements permit.
   2. Round Oval Duct. Provide elbows with a centerline radius of 1-1/2 times the duct diameter or duct width. For round ducts, furnish smooth elbows or 5 piece, 90° elbows and 3 piece, 45° elbows.

H. For control devices concealed by ceilings, furring, or in other inaccessible locations, furnish extension rods and appropriate recessed-type Young regulators, mounted on the surface of the ceiling or the furring, unless specified, or shown otherwise. Provide with chrome plated cover plates. Use only one mitered gear set for each control device.

I. Install streamline deflectors at any point where dividing a sheet metal duct around piping or where other such obstruction is permitted. Where such obstructions occur in insulated ducts, fill space inside streamliner and around obstructions with glass fiber insulation.

J. Insulated Flexible Duct:
   1. Install in accordance with manufacturer's instructions, and the terms of its UL listing. Duct shall not exceed 6' in length. Make connections by use of sheet metal collars and stainless steel circular screw clamps. Clamps shall encircle the duct completely and be tightened with a worm gear operator to the point that will provide an airtight connection without unnecessary deformation of the duct. Provide one clamp on flexible duct and one clamp on external insulation. Vapor barrier jacket shall be tucked inside to conceal insulation material.
   2. Construct bends over 45° with sheet metal elbows.

K. Duct Supports:
   1. Horizontal ducts up to 40". Support horizontal ducts up to and including 40" in their greater dimension by means of #18 U.S. gauge galvanized iron strap hangers attached to the ducts by a minimum of two locations per side by means of screws, rivets or clamps, and fastened to inserts with toggle bolts, beam clamps or other approved means. Place supports on at least 8' centers. Use clamps to fasten hangers to reinforcing on sealed ducts.
   2. Horizontal ducts larger than 40". Support horizontal ducts larger than 40" in their greatest dimension by means of hanger rods bolted to angle iron trapeze

hangers. Place supports on at least 8' centers in accordance with SMACNA Standards.

3. Support vertical ducts where they pass through the floor lines with 1-1/2" x 1-1/2" x 1/4" angles for ducts up to 60". Above 60", the angles shall be increased in strength and sized on an individual basis considering space requirements.
4. Supports shall be suspended from structural or by independent support. Do not support from structural bridging. Upper attachments should be selected with a safety factor of 4 or 5 times actual load conditions and subject to Engineers approval. Double wrap straps over open web of joist.

L. Branch connections for medium pressure ductwork shall be made with a conical lateral. Field installed conical branch ducts shall be minimum 20-gauge galvanized sheet metal, “Everdur” welded and coated with “Galvabar”.

3.3 PLENUMS

A. Return air plenums shall be rectangular galvanized sheet metal ductwork.

B. Fabricate plenums upstream of fan of 16-gauge material.

C. Fabricate plenums upstream of filters minimum 18-gauge material.

3.4 FLEXIBLE CONNECTIONS

A. Where ducts connect to fans or air handling units that are not internally isolated, make flexible airtight connections using "Ventglas" fabric. The fabric shall be fire-resistant, waterproof and mildew resistant with a weight of approximately 30 ounces per square yard. Provide a minimum of 1/2" slack in the connections, and a minimum of 2-1/2" distance between the edges of the ducts. Also, provide a minimum of 1" slack for each inch of static pressure on the fan system. Fasten fabric to apparatus and to adjacent ductwork by means of galvanized flats or draw bands. Where connections are made in outdoor locations, seal fabric to metal with mastic.

3.5 ACCESS DOORS

A. Install ductwork access doors as noted below, arranged for convenient access. Stencil each door for specific use. Install access doors in each of the following locations:
1. Fire Dampers
2. Smoke Dampers
3. Smoke/fire Dampers
4. Outside Air Dampers
5. Duct Mounted Coils (up-stream)
6. Control Dampers

B. Size access door 1" smaller than ductwork.
1. Available Sizes: 8”, 10”, 12”, 18”, 24”

C. Construct access door air tight, and conform to recommendations of NFPA and SMACNA.

D. Demonstrate suitability of access for the intended purpose. Install multiple access doors as required.

3.6 DUCT LINING

A. Install glass fiber acoustical lining where shown on drawings. Secure to duct surfaces with Foster 85-62 / 85-60 or Childers CP-125-1 / CP-127 adhesive and sheet metal

fasteners on 12" centers. Coat exposed edges and leading edges of cross-joints with adhesive.

B. Provide metal nosing that is either channeled or "Z" profiled or are integrally-formed from the duct wall securely installed over transversely oriented liner edges facing the air stream at fan discharge and at any interval of lined duct preceded by unlined duct.

C. Refer to Insulation & Liner Detail on drawings for locations requiring liner to be installed.

D. Do not install liner in multi-zone unit ductwork.

3.7 SEALING OF SEAMS AND JOINTS

A. Seal supply, return, exhaust and outside air duct systems.

3.8 SCREENS

A. Furnish and install screens on all duct, fan, etc., openings furnished by the Contractor that lead to, or are, outdoors; screens shall be No. 16 gauge, one-half inch (1/2”) mesh in removable galvanized steel frame. Provide safety screens meeting OSHA requirements for protection of maintenance personnel on all fan inlets and fan outlets to which no ductwork is connected.

3.9 PLENUMS

A. Construct plenums with galvanized steel framing members and galvanized sheet steel, cross broken and rigidly braced with galvanized angles. Gauges and bracing shall conform to SMACNA recommendations for ductwork of like sizes. Openings for fans, access doors, etc., shall be framed with galvanized steel angles.

B. Provide access doors.

3.10 AUXILIARY DRAIN PANS

A. Where coils that have a condensate drain are located above ceiling or as indicated on drawings.

END OF SECTION

SECTION 23 41 00

AIR FILTRATION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install air filters.

1.2 RELATED WORK

A. Division 23 Mechanical.

1.3 SUBMITTALS

A. Submit manufacturer's product data sheets and capacity information as specified.

B. Submit recommended Dirty Filter pressure drop.

PART 2 - PRODUCTS

2.1 MEDIUM EFFICIENCY AIR FILTERS

A. The filter cells:
1. Pleated media.
2. Disposable type.
3. Contain not less than 4.6 sq. ft. of filtering media per square foot of face area.
4. 16 pleats per linear foot of filter.
5. 2" thick.

B. Media of reinforced nonwoven cotton fabric treated with adhesive and continuously laminated to a supporting steel wire grid conforming to the configuration of the pleats.
1. Seal the media pack in a chipboard frame.

C. Rated average dust spot efficiency of not less than 36%.
1. Average synthetic arrestance in excess of 93% when tested in accordance with the ASHRAE 52-68 test standard.

D. Filter capable of operating with variable face velocities up to 500 fpm without impairing efficiency.

E. Initial resistance to air flow:
1. 300 fpm - 0.12" WG.
2. 500 fpm - 0.28" WG.

F. UL listed with Class II rating.

G. Provide one spare set for a complete change, in original cartons, for Owner's use during the warranty period.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install the filters and filter gauges in accordance with the manufacturer's instructions.

END OF SECTION

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SECTION 23 65 28

AIR-COOLED VARIABLE SPEED ROTARY SCREW CHILLER

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and Install two (2) packaged, electric-driven, air-cooled, water chilling unit with variable speed rotary screw or scroll compressors complete with controls.

1.2 RELATED WORK

A. Division 23 – Mechanical:
   1. Chilled Water Piping
   2. Insulation
   3. Building Management Control System
   4. Vibration Isolation.
   5. Electrical Provisions of Mechanical Work.

1.3 REFERENCES

A. ANSI/ARI 550/590 - Water Chilling Packages using the Vapor Compression Cycle.
B. ANSI/ASHRAE 15 - Safety Code for Mechanical Refrigeration.
C. ANSI/ASHRAE ASHRAE 90.1-1999 Minimum Chiller Efficiency Requirements
D. ANSI/ASME SEC 8 - Boiler and Pressure Vessel Code
E. ANSI/NEMA MG 1 - Motors and Generators.
F. ANSI/UL 465 - Central Cooling Air Conditioners.
G. ANSI/AFBMA 9-1978 - Load Ratings and Fatigue Life for Ball Bearings. Bearings must have life of not less than 200,000 hours.
H. ASTM B117 - Standard Method of Salt Spray (Fog) Testing
I. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
J. ASTM A525 - Zinc (Hot-Dip Galvanized) Coatings on Sheet Steel Products
K. ASTM D1654 - Evaluation of Painted or Coated Specimens, Subjected to Corrosive Environments

1.4 PERFORMANCE

A. Provide performance as scheduled on drawings.

1.5 WARRANTY

A. The Chiller Manufacturer shall provide a full machine parts, labor, oil and refrigerant warranty **for a period of five years**. Warranty shall start the date of the substantial completion certificate.

1.6 SUBMITTALS

A. Submit manufacturer's certified computer generated performance and capacity data in accordance with specification requirements.

B. Submit the following information:
   1. Manufacturer's installation instructions.
   2. Minimum Circuit Ampacity.
   3. Maximum Overcurrent Protection size.
   4. Maximum conductor / Terminal Lug size.

5. Minimum flow thru evaporator.
6. Electrical interlocks.

C. Submit recommended clearance dimensions for air flow and service.

D. Submit coordination drawings as specified.
1. Give consideration to adjacent structures as they affect air flow patterns.

E. Submit internal wiring diagram of Control Center.

F. Submit sequence of operation in narrative form.

G. Mark-up a copy of the specifications, indicating in the margin of each paragraph, the following: COMPLY, DO NOT COMPLY, NOT APPLICABLE.

1.7 STORAGE/HANDLING/SHIPPING

A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.

B. Protect units from physical damage. Factory coil shipping covers shall be kept in place until installation.

C. Unit controls shall be capable of withstanding 203°F (95°C) storage temperatures in the control compartment for an indefinite period of time.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. York (Basis of Design)

B. Daikin

C. Carrier

2.2 COMPRESSORS

A. Provide a minimum of two independently circuited semi-hermetic direct drive, variable speed rotary screw or scroll compressors with the following:
1. Rubber isolation pads.
2. Crankcase heaters.
3. Semi-hermetic motor.
4. Oil sight glass.
5. Load and unload solenoid valves.
6. Discharge oil separator.

B. Provide compressor with automatic capacity reduction equipment consisting of a capacity control variable speed drive. The controls system logic must start the compressor at minimum speed for a soft start.
1. Control to be based upon leaving chilled water.

2.3 CONDENSER COILS

A. Copper tube with aluminum fin construction with fin spacing on more than 17 fins per inch

or microchannel design with 9153 aluminum alloy tubes..

B. Protect all vertical or angled coil sections from hail or physical damage with corrosion resistant hail guard.

C. Chiller shall be capable of stable operation in ambient temperatures down to 15°F and temperatures up to 130°F.

D. Protect condenser coils during shipping.

E. Provide condenser coils coated with corrosion resistant epoxy utilizing a dip and bake. Coating shall be flexible and uniformly bonded to all condenser coil surfaces.

2.4 FANS AND MOTORS

A. Direct drive propeller type fans.
1. Vertical discharge with sound reduction.
2. Protect fan blades with a heavy-gauge wire guard.
3. Statically and dynamically balanced
4. Sound reduction type fan blades and shrouds
5. All condenser fans shall have integral drives to provide variable speed for optimized efficiency.

B. Motors with built in thermal overload protection
1. Permanently lubricated ball bearings.
2. Weatherproof (TEAO or TEFC) motors.

2.5 EVAPORATOR

A. Provide shell and tube direct expansion cooler with:
1. Copper tube and steel shell construction
2. 150 psig water side working pressure
3. ASME coded 200 psig refrigerant side working pressure
4. Fully independent refrigerant circuit for each compressor.
5. Serviceable construction including removable heads and field replaceable tubes.

B. Protect cooler with ambient controlled heater cable and minimum 1-1/4" thick flexible elastomeric rubber closed cell insulation. Heater cable to protect evaporator to -20ºF (-29ºC). Heater cable shall be wrapped helically around the shell under the insulation.

C. Protect insulation and equipment from abrasion by unit enclosure.

D. After completion of successful start-up, installing contractor shall seal all openings and apply a protective aluminum sheet metal cover.

E. Provide water drain connection, vent and fittings for factory installed leaving water temperature control and low temperature cutout sensors.

F. Water connections shall be grooved or flanged.

G. Proof of flow shall be provided by the equipment manufacturer factory installed.

2.6 CASING/ENCLOSURES

A. House components in minimum 12 gauge galvanized steel frame and mounted on welded structural steel base. Hot-dip galvanized steel frame coating shall be Underwriters Laboratories Inc. (UL) recognized as G90-U, UL guide number DTHW2.

B. Unit panels, and control panels shall be finished with a baked on powder paint. Control panel doors shall have door stays.

C. Mount starters and disconnects in weatherproof panel provided with full opening access doors. Provide lockable disconnect operating handle external to panel and clearly visible from outside of unit indicating if power is on or off.

D. Casings fabricated from steel that do not have a Zinc coating conforming to ASTM A 123 or ASTM A525 shall be treated for the prevention of corrosion with a factory coating or paint system. The coating or paint system shall withstand 500 hours in a salt-spray fog test in accordance with ASTM B 117. Each specimen shall have a standard scribe mark as defined in ASTM D 1654. Upon completion of exposure, the coating or paint system shall be evaluated and rated in accordance with procedures A and B of ASTM D 1654. The rating of failure at the scribe mark shall be not less than six (average creepage not greater than 1/8"). The rating of the unscribed area shall not be less than ten (no failure). Thickness of coating or paint system on the actual equipment shall be identical to that on the test specimens with respect to materials, conditions of application, and dry-film thickness.

E. Coated wire mesh to limit access beneath the condenser coils, cooler, and compressor section area.

F. Convenience outlet (GFIC) at control panel connected to 120-vac circuit provided for heat tracing on cooler.

G. A control power transformer shall be factory installed to provide unit control power.

2.7 REFRIGERANT CIRCUIT

A. All units shall have a separate independent refrigerant circuit for each compressor.

B. Provide for each refrigerant circuit:
1. Liquid line isolation valve.
2. Filter dryer (replaceable core type).
3. Liquid line sight glass and moisture indicator.
4. Electronic expansion valve sized for maximum operating pressure. Expansion valves with less than five years of proven field operation are not acceptable.
5. Charging valve.
6. Discharge and oil line check valves.
7. Compressor suction and discharge service valves.
8. Relief valve.
9. Full operating charge of refrigerant and oil.
10. Provide refrigerant not scheduled for phase out during the life of the unit.

2.8 CONTROL PANEL

A. The Control Center.
1. NEMA 3R weatherproof cabinet with hinged lockable outer door.
2. Control system.
3. Solid-state compressor three phase motor protection.
4. Single point field power connection points.
5. Control interlock terminals.
6. Fan motor and control circuit fuses.
7. Individual contactors for each fan motor.
8. Unit power terminal blocks for connection to remove disconnect switch.
9. Power supply terminals for evaporator heater circuit.
10. Dead front panels over line voltage.

11. Control power / circuit transformer.
12. Provide incoming power terminals, sized to accept the feeder conductors.
13. Pump output relay for chilled water pump control
14. Freeze protection and low limit control of pumps
15. Chiller run and alarm status relay cards.

B. Microprocessor control system.
1. Stage unit based on leaving water temperature control.
2. Oil differential pressure setpoints.
3. Motor protection.
4. High pressure alarm.
5. Loss of refrigerant alarm.
6. Loss of water flow alarm.
7. Freeze protection alarm.
8. Low refrigerant pressure alarm.
9. Auto start/stop switch.
10. Chilled water setpoint adjustment.
11. Anti-recycle timer.
12. Compressor run status.
13. Password protection.
14. Low water temperature safety (freeze protection).
15. Automatic pump down cycle.
16. Limit supply water temperature pull down on start up to 1° per minute.
17. Automatic lead-lag sequence change of compressors.
18. Unload the compressors if the return water is too high.
19. Compressor starts with the controlled cylinders unloaded.
20. Reset of the chilled water temperature.
21. Indicate status of safeties.
22. Non-volatile memory (EPROM) with setpoints retained with battery backup.
23. Automatic high pressure unloader to unload compressor at pressures above 375 psig.
24. Auto restart after power failure.
25. Alarm Relay
26 Percent of Running Load Amperage

C. Display the following information with Alphanumeric Liquid Crystal Display for outdoor viewing.
1. Supply and Return water temperature.
2. Low water temperature cutout setting.
3. Low ambient temperature cutout setting.
4. Outdoor air temperature.
5. English and Metric data.
6. Suction pressure cutout setting.
7. Each system suction pressure.
8. Each system discharge pressure.
9. Each system oil pressure.
10. Percent of full load motor current.
11. Liquid control range. (2.0 - 20°F above setpoint)
12. Liquid pull down rate sensitivity adjustment.
13. Anti-recycle timer status for each compressor.
12. Compressor starts & operating run hours.
13. Safety shutdown shall be date and time stamped.
14. Compressor run status.
15. Display data in English or metric units.

D. All control functions and information shall be available at the unit control panel or via RS 232 cable and phone modem to personal computer.

E. Chiller shall include a relay board with dry contacts for alarms to notify a Building Automation System of certain events or statues of the chiller.

F. Chiller shall include input for leaving chilled water temperature setpoint based upon a 2-10VDS or 4-20mA signal from a Building Automation System.

G. Chiller shall include input for chiller current limit setpoint based upon a 2-10VDC or 4-20mA signal from a Building Automation System.

2.9 LOW VOLTAGE VARIABLE SPEED DRIVE, UNIT MOUNTED

A. The water chiller shall be furnished with an air cooled variable speed drive (VSD) as shown on the drawings.

B. The VSD will be specifically designed to interface with the water chiller controls and allow for the operating ranges and specific characteristics of the chiller.

C. The VSD efficiency shall be 97% or better at full speed and full load. Fundamental displacement power factor shall be a minimum of 0.96 at all loads.

D. The VSD shall be solid state, microprocessor based pulse-width modulated (PWM) design. The VSD shall be voltage and current regulated. Output power devices shall be IGBTs.

E. Power semi-conductor and capacitor cooling shall be from a liquid or air cooled heatsink.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install system in accordance with manufacturer's instructions.

B. Where the chiller unit is mounted on a grade, a concrete pad shall be provided that is a minimum of 4" high and extends 6" all around the chiller.

C. Align chiller package on steel or concrete foundations.

D. Locate away from overhead restrictions. Maintain side clearances according to manufacturer's recommendations and maintain overhead clearance to allow full elimination of hot air discharge.

E. Install units on vibration isolation pads.

F. Arrange piping for easy dismantling to permit tube cleaning, removing and or repair.

G. Level chiller.

H. Provide flexible elastomeric rubber closed cell insulation to prevent condensation from occurring at cooler and suction piping. After completion of successful start-up, installing contractor shall seal all openings in insulation and apply a protective aluminum sheetmetal jacket over insulation.

3.2 CHILLER MANUFACTURER START-UP/ FIELD SERVICES

A. Provide the services of a factory trained service technician employed full time by the chiller manufacturer to start-up the system. Technicians, as required, shall be factory trained and experienced in the work they perform. (Contractor startup is unacceptable.)

B. The technicians shall utilize comprehensive report forms to document results. Sample forms shall be submitted for review prior to commencing work.

C. Upon completion of the work, the report forms shall be signed by the technicians and their supervisor and included in the final report and Owner's manual.

D. Submit four copies of the final report to the Engineer for approval within 10 working days of start-up.

E. Follow the manufacturer's start-up procedures.
1. Verify interlocks.
2. Test and verify operation of safety controls.
3. Calibrate controls.
4. Verify microprocessor based control operation.
5. Test, calibrate, and set the chilled water temperature controls.
6. Verify chilled water temperature reset sequence.
7. Verify operation of the integrated control panel.

F. Measure and record the following data:
1. Chilled water entering/leaving temperature.
2. Chilled water flow through the chiller.
3. Suction pressure/condensing pressure.
4. Suction pressure/unloading steps.
5. Air entering/leaving condenser; dry bulb temperature.
6. Outdoor ambient; dry bulb.
7. Motor nameplate voltage; phase and full load amperes.
8. Heater coil in starter (as applicable)
   a. Rating in amperes.
   b. Manufacturer's recommendation.
9. Power reading (voltage and amperes of legs at motor terminals).

G. Test and calibrate the operation of the electronic ground current sensing devices.

H. If the system has been shipped with a holding charge, provide the following:
1. Leak test.
2. Refrigerant pressure test.
3. Evacuate, dehydrate and charge.

I. Verify that accessories are installed and performing the specified functions. Insert certification in Owner's manual.

J. Instruct the Owner's operating personnel. Provide Owner with 8 hours of training prior to substantial completion.

K. Do not operate the equipment for any reason until the factory start-up service has been completed.

L. Provide a printout from the unit microcomputer control system showing the correct operation of all system controls and components.

M. Provide minimum 24-hour history log displaying accuracy of temperature control system in 15-minute intervals and documented number of compressor cycles during the 24-hour period.

END OF SECTION

SECTION 23 73 13

AIR HANDLING UNITS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install air handling units with casing, fans, coils, filters and special items.

1.2 RELATED WORK

A. Division 23 Mechanical
   1. Air Balance
   2. Ductwork
   3. Controls
   4. Electrical Provisions of Mechanical Work
   5. Air Filtration
   6. Heating and Cooling Coils
   7. Other applicable sections

1.3 PERFORMANCE

A. Unit capacities and characteristics as indicated.
   1. Units must be certified in accordance with ARI Standard 430-66.
   2. UL 1995 certification for safety including electric heat.
   3. ARI 430 listed and meet NFPA 90A requirements.

1.4 SHOP DRAWINGS

A. Indicate assembly, unit dimensions, weight loading required clearances, construction details, field connection details, and electrical characteristics and connection requirements.

B. Submit fan performance curve for each unit:
   1. Plot fan volume against static pressure, horsepower and efficiency.
   2. Show point of rating based on static requirements of the system.
   3. Chart of specific sound power level at each octave band center frequency.
   4. For variable volume units, plot fan volume over entire range.

C. Submit for review a unit internal static pressure loss calculation.
   1. Provide an itemized list of static pressure loss at the scheduled CFM for each unit component including and not limited to:
      a. Coils
      b. Dirty filters
      c. Fan and unit system effect
      d. Cabinet and cabinet inlet and outlet
      e. Unit mounted dampers
   2. If a unit mounted outside air pretreatment section without supply fan, “piggyback” is specified:
      a. Provide an itemized static pressure loss as indicated above.
      b. Determine losses for unit configuration, i.e. parallel or series.
      c. Include losses in the primary unit internal static pressure required by configuration.
   3. The air handling unit schedule indicates static pressure external to the unit and does not include any losses associated with the air handling equipment.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Do not operate units until ductwork is clean, filters are in place, bearings lubricated, condensate properly tapped, piping connections verified and leak tested, belts aligned and tensioned, all shipping braces have been removed, and fan has been tested under observation.

1.6 DELIVERY, STORAGE AND HANDLING

A. Inspect for transportation damage and store in a clean, dry location. Protect from weather and construction traffic.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. York

B. Daikin

C. Carrier

2.2 MISCELLANEOUS REQUIREMENTS

A. Provide factory assembled units. Large units may be shipped in sections, at contractor's option, to enable entrance to building, or for oversize shipping reasons only.

B. Furnish units with sealing and fastening hardware supplied by the manufacturer. Include written instructions needed to complete field assembly of the components.

C. Provide units designed and constructed so that coils, panels, fan housing and fans can be removed without affecting the structural integrity of the unit.

D. Unit casing panels shall be a minimum of 2” double wall construction with solid galvanized exterior and solid galvanized interior. Panels shall have a minimum thermal resistance of R-13. The casing shall not exceed 0.0042 inch deflection per inch of panel span at 1.5 times the design static pressure up to a maximum of +8 inches in all positive pressure sections and -8 inches in all negative pressure sections.

E. Provide full perimeter base rail channel under units constructed of heavy gauge galvanized steel (minimum 10 gauge) and intermediate cross members to assure unit integrity. Provide minimum size base rail to ensure proper trapping and slope of condensate drain (minimum 6 inch from bottom of drain opening).

F. Fan assembly shall be provided with 1" deflection internally mounted spring vibration isolation under the fan and motor base on units with coils less than 8 sq. ft. and 2" deflection internally mounted spring vibration isolation under the fan and motor base with coils greater than 8 sq. Ft. Units with coils over 35 sq. ft. shall have spring thrust restraints securing the fan housing to the discharge opening panel on units. Fan motor shall be internally mounted. Provide internal flex connection of fan discharge. Maximum acceptable RPM of fan shall not exceed 1000.

G. Provide factory installed removable double wall hinged access doors with a minimum of

two heavy duty cast handles per door in the following locations:

1. Entering side of all coils to allow for cleaning of coils on both sides of unit.

2. Each side of filter compartment to allowchanging of filters from either side.
3. Each side of motor compartment to allow motor and isolation access.
4. Each side of condensate drain pan to allow for cleaning and inspection.
5. Swing the doors against the casing static pressure. Positive pressure sections shall be provided with an OSHA approved tool operated safety latch.

H. Provide all coil modules, including heating coil modules, with stainless steel drain pans to facilitate cleaning and maintenance of the coils. Drain pan to extend 10” minimum downstream of cooling coil.

I. Provide coils with stainless steel casings, end plates, tube supports and top & bottom plates.

J. Units shall meet ASHRAE III Class 6 Low Leakage Standard. Casing shall have less than a 1% leakage rate at plus or minus 8 inches W.G.

K. Unit shall be provided with shipping splits and be capable of being disassembled and reassembled in the field. Provide unit with sufficient gaskets and bolts for reassemble in field by contractor. Proposed unit shall fit within existing space available.

2.3 BLOW THROUGH VARIABLE AIR VOLUME AIR HANDLING UNIT – DOUBLE DUCT

A. Provided with:
1. Non-overloading direct drive plenum fans
2. Insulated sheet metal cabinet with removable panels for access to the interior.

B. Drive assembly:
1. Sized for 50% overload.

C. Motor selected so that the brake horsepower required to deliver the design air quantity at the system static pressure will not exceed the motor nameplate rating.
1. Totally enclosed, fan cooled, Variable speed, 1750 rpm Maximum.
2. Maximum operating point of 70 Hz.
3. Minimum 90% nominal efficiency at loads of 70%-100%.
4. Premium efficiency inverter duty
5. Cast iron frame and end plate
6. Forged steel lifting eye
7. Oversized conduit box with ground lug
8. Provide with factory installed shaft grounding rings by Aegis
9. Motor shall be wired to an externally mounted junction box.

D. Supply Fans:
1. Direct drive planum fan Class II housed in fan frame.
   a. Fan wheel and cone by Twin City
   b. Bearings shall be selected for a minimum L-10 life (200,000) hours at maximum horsepower and operating speed for the classification.
2. Fan Housing shall be heavy gauge, continuously welded, steel construction. Inlet cones shall be precision spun and aerodynamically matched.
   a. Fan shaft shall be turned, ground and polished solid steel rated at maximum RPM below critical speed. Fan wheel shall be keyed to the shaft.
   b. Fan shall be IRD balanced by unit manufacturer’s technician (per ANSI / AMCA 204-96 fan application category BV-3) at design RPM to a vibration velocity less than or equal to .157 inches per second measured horizontal and vertical at each bearing pad. Vibration amplitudes are in inches / second-Peak. All values are filter-in at the fan speed.

3. Fan shall be rated in accordance with AMCA 210 for performance and AMCA 300 for sound.
4. Internally spring isolated fan, motor and drive on a structural steel base. Formed metal isolation bases will not be acceptable. Provide Amber Booth (Zone 4) seismically restrained isolator type SWSR with 2 inch deflection.

E. Select fan to operate at or near its maximum efficiency point when handling the required air quantity and static pressure.

F. Stainless steel condensate pan with positive slope in all directions to outlet. Insulate the condensate drain pan with a minimum of 1-1/2" waterproof insulation.

G. Fan Bearings:
1. Remote grease fittings grouped on the motor access side of the unit.
2. Self-aligning.
3. Select for an average life of 200,000 hours.

H. Insulation, vapor barriers, facings and adhesives shall have:
1. Flame spread not higher than 25.
2. Smoke developed rating not higher than 50.
3. 3 lb. density insulation on interior casing panels

I. Double wall casing construction. Construct interior casing panels with 3 lb. minimum density insulation for acoustical and condensation control.
1. Condensation on the exterior of the air handling units is not acceptable.

J. Filter section:
1. Constructed with substantial hinges.
2. Neoprene gasketing.
3. Permanent quick release latching devices.
4. Arranged to accommodate 2" thick filters as specified.
5. Low velocity angled filter section unless otherwise specified.

K. Cooling coils as specified. Extend drain and vent piping through cabinets. Provide grommets at all pipe penetrations through cabinets.

L. Heating coils as specified. Extend drain and vent piping through cabinets. Provide grommets at all pipe penetrations through cabinets.

M. Provide a factory installed equalizing grid in the hot deck where heating coils are not installed.

N. Factory dynamic fan balancing shall be conducted from 16Hz to 60Hz to identify and eliminate critical speeds to ensure stable operation through the entire operating range of the fan and drive assembly. Field fan balancing is not acceptable. Forward factory balancing test report to Engineer upon request.

O. Design the entrance to the hot and cold decks and baffle to preclude wiping action of the air stream.

P. Equipment capacities as indicated.

Q. UVC Lights:
1. UV Light shall be factory installed.
2. Provide Steril-Aire's factory mounted and wired UVC emitters (no substitutes) on the discharge air side of cooling coil units to produce ultraviolet lighting in the

200-280 NM wavelength with a 90% kill ratio of airborne microbial contaminants. Lamp life to average 7500 hours.

3. UVC lights to run with supply air fans.
4. Factory to provide warning identification that UVC lights are operating and must be shut off during unit maintenance.
5. UVC Emitters shall be wired to a junction box on the exterior of unit. All penetrations through unit shall be grommeted and sealed air tight.

R. Provide each fan with an additional 2” perforated inner liner which utilizes fiberglass insulation on all walls and ceiling.

S. Ductwork Interface Connection:

1. The unit inlet or return air/outside air section shall include a framed opening for supply air ductwork connections or return air opening as required and shown on the drawings. A standard 1-1/2" by 1-1/2" by 1/8" aluminum angle shall be provided at the unit air inlet or supply air discharge connection for ease of contractor installation of building ductwork connections.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install air handling units according to manufacturer's instructions.

B. Provide additional drive packages as required by the Testing and Balancing firm.

C. Air leaks detectable by sound or touch are to be corrected.

D. Air handling units are to be properly supported to prevent flexing, bending or distorting base rails.

E. All coils are to be cleaned prior to substantial completion if units are used during construction.

F. Clean all air handling units and return to original manufacturer's condition prior to substantial completion. Vacuum clean all debris from inside air handling equipment.

G. Install piping to unit with full size 6 inch long dirt leg with 1/2" valve at bottom for cleaning.

H. Provide for positive gravity drainage of coil condensate. Pipe full size of unit connection.

I. Adjust fan drives as required to obtain scheduled capacities as directed by the Test and Balance Firm to include sheave and belt replacement.

J. Align belts to eliminate wear and vibration of belts.

K. Verify correct drainage of condensate from condensate pan.

L. Verify correct rotation of fan and wiring of motor.

M. Lubricate all greaseable ball bearings with manufacturer’s suggested lubricant.

N. Replace filters as required if units are used during construction.

O. Provide piping installation so that after piping is completed and insulated there is full access to service unit and remove fan housing. Piping to coils shall not block fan section

access or cause damage to piping insulation during access.

3.2 IDENTIFICATION

A. Furnish each unit with a durable, deep etched, .025” thick, factory installed aluminum identification plate, permanently mounted with the following information:
   1. Unit identification as indicated on Contract Drawings.
   2. Serial Number.
   3. Model Number.
   4. Capacity (CFM) and static pressure.
   5. Motor HP.
   6. Unit power supply: Volts / PH / Amps.
   7. Supply Fan Type.
   8. Coil GPM and pressure drop.
   9. Sales Order #.
   10. Date unit manufactured.

END OF SECTION

SECTION 23 82 16

HEATING AND COOLING COILS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install heating and cooling coils.

1.2 SUBMITTALS

A. Submit manufacturer's product data sheets and unit capacity information as specified.

B. Submit manufacturer's Installation, Start-Up and Service Instructions.

C. Submit internal wiring diagram.
1. Electrical interlocks. *

1.3 RELATED WORK

A. Division 23 Mechanical.
1. Air Handling Units.
2. Fan Coil Units.
3. Weatherproof Roof Mounted Air Handling Units.
4. Ductwork.
5. Terminal Boxes.

PART 2 - PRODUCTS

2.1 HOT WATER COILS

A. Hot water coils:
1. Constructed of copper tubes and aluminum fins.
2. Designed and circuited for hot water.
a. Maximum temperature 200°F.

B. Where coils are installed in fan powered VAV boxes, unit heaters and other locations where the incoming air is not filtered, the maximum approved fin spacing is 8 fins per inch.

C. Non-trapping circuit design:
1. Working pressure 200 psi
2. Tappings for drain and air vent

D. Provide a Peterson Pete's Plug with retainer strap on the inlet and outlet of each coil.
1. Positioned to permit accurate pressure readings.

E. Coils shall be constructed in casings as required for installation.

2.2 CHILLED WATER COILS

A. Chilled water coils:
1. Constructed of copper tubes and aluminum fins
2. Designed and circuited for chilled water
3. Minimum of six rows

B. Non-trapping circuit design:
   1. Working pressure 200 psi.
   2. Tappings for drain and air vent.

C. Provide a Peterson Pete's Plug with retainer strap on the inlet and outlet of each coil. Position to permit accurate pressure readings.

D. Coils shall be constructed in casings as required for installation.

E. Where coils are stacked, provide intermediate drain pans with drop tubes to drain condensate to the main drain pan without flooding the lower coil.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install the duct heaters in accordance with the manufacturer's Installation, Start-Up and Service Instructions.

END OF SECTION

SECTION 26 01 05

ELECTRICAL OPERATING AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Compile electrical product data and related information appropriate for Owner's operation and maintenance of products furnished under Contract. Prepare electrical operating and maintenance data as specified in this Section and as referenced in other sections of specifications.

B. Instruct Owner's personnel in operation and maintenance of equipment and systems.

C. Submit 3 copies of complete manual in final form.

1.2 ELECTRICAL OPERATING AND MAINTENANCE MANUAL SUBMITTAL SCHEDULE

A. Thirty (30) days after receipt of reviewed submittals bearing the Engineer's stamp of acceptance (including re-submittals), submit for review 1 copy of the first draft of the Electrical Operating and Maintenance Manual. This copy shall contain as a minimum:
   1. Table of Contents for each element
   2. Contractor information
   3. All shop drawings, coordination drawings and product data, bearing the Engineer's stamp of acceptance.
   4. All parts and maintenance manuals for items of equipment
   5. Warranties (without starting dates)
   6. Certifications that have been completed; submit forms and outlines of certifications that have not been completed
   7. Operating and maintenance procedures.
   8. Form of Owner's Training Program Syllabus (including times and dates)
   9. Control operations / equipment wiring diagrams
   10. Coordination Drawings
   11. Schedule of Lamps, Light Engines
   12. Schedule of Ballasts and Drivers
   13. Schedule of Fuses
   14. Other required operating and maintenance information that are complete.

B. Copy will be returned to the Contractor within 15 days with comments for corrections.

C. Submit the (3) completed manuals in final form to the Engineer.
   1. Prior to substantial completion for Owner's use after the Owner accepts facility maintenance.
   2. Include all specified data, test reports, drawings, dated warranties, certificates, along with other materials and information.

D. The Engineer shall review the manuals for completeness within 15 days.

E. The Contractor shall be notified of any missing or omitted materials. The Manuals shall be reworked by the Contractor, as required, in the office of the Engineer. The manuals will not be retransmitted.

F. Three complete manuals shall be delivered to the Owner prior to substantial completion.

PART 2 - PRODUCTS

2.1 BINDERS

A. Commercial quality black, 3-ring binders with clear, durable, cleanable plastic covers.

B. Minimum ring size: 1".
Maximum ring size: 3".

C. When multiple binders are used, correlate the data into related groupings.

D. Label contents on spine and face of binder with full size insert. Label under plastic cover.

PART 3 - EXECUTION

3.1 ELECTRICAL OPERATION AND MAINTENANCE MANUAL

A. Form for Manuals:
1. Prepare data in form of an instructional manual for use by Owner's personnel.
2. Format:
   a. Size: 8-1/2" x 11"
   a. Text: Manufacturer's printed data or neatly typewritten.
3. Drawings:
   a. Provide reinforced punched binder tab and bind in text.
   b. Fold larger drawings to size of text pages.
4. Provide flyleaf indexed tabs for each separate product or each piece of operating equipment.
5. Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions". List:
   a. Title of Project
   b. Identity of separate structures as applicable
   c. Identity of general subject matter covered in the manual.
6. Binder as specified

B. Content of Manual:
1. Neatly typewritten Table of Contents for each volume arranged in systematic order as outlined in the specifications.
   a. Contractor, name of responsible principal, address and telephone number
   b. A list of each product required to be included, indexed to content of the volume.
   c. List with each product, name, address and telephone number of:
      1) Subcontractor or installer
      2) Maintenance contractor as appropriate
      3) Identify area of responsibility of each.
      4) Local source of supply for parts and replacement
   d. Identify each product-by-product name and other identifying symbols as set forth in Contract Documents.
2. Product Data:
   a. Include those sheets pertinent to the specific product.
   b. Annotate each sheet to:
      1) Identify specific product or part installed.
      2) Identify data applicable to installation.
      3) Delete references to inapplicable information.
3. Drawings:
   a. Supplement product data with drawings as necessary to illustrate:

1) Relations of component parts of equipment and systems
2) Control and flow diagrams

b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

c. Do not use Project Record Documents as maintenance drawings.

4. Written text as required to supplement product data for the particular installation:
   a. Organize in consistent format under separate headings for different procedures.
   b. Provide logical sequence of instructions for each procedure.
5. Copy of each warranty, bond and service contract issued
   a. Provide information sheet for Owner's personnel, giving:
      1) Proper procedures in event of failure
      2) Instances that might affect validity of warranties or bonds
6. Shop drawings, coordination drawings and product data as specified.

C. Sections for Equipment and Systems
1. Content for each unit of equipment and system as appropriate:
   a. Description of unit and component parts:
      1) Function, normal operating characteristics, and limiting conditions.
      2) Performance curves, engineering data and tests.
      3) Complete nomenclature and commercial number of replaceable parts.
   b. Operating procedures:
      1) Start up, break-in, routine / normal operating instructions
      2) Regulation, control, stopping, shut down and emergency instructions
      3) Summer and winter operating instructions
      4) Special operating instructions
   c. Maintenance procedures:
      1) Routine operations
      2) Guide to trouble-shooting
      3) Disassembly, repair and reassembly
      4) Alignment, adjusting and checking
      5) Routine service based on operating hours
   d. Servicing and lubrication schedule
      1) List of lubricants required
   e. Manufacturer's printed operating and maintenance instructions.
   f. Copies of typed circuit directories of panel board to reflect actual room graphics numbers and room names (not architectural room numbers from the drawings).
      1) Electrical
      2) Controls
      3) Communications
   g. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
      1) Predicted life of part subject to wear
      2) Items recommended to be stocked as spare parts
   h. Schedule of fuses
   i. Complete equipment field accessible internal wiring diagrams
   j. Schedule of lamps
   k. Schedule of ballasts
   l. Each Contractor's coordination drawings
   m. List of original manufacturer's spare parts and recommended quantities to be maintained in storage
   n. Other data as required under pertinent sections of the specifications

2. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
3. Additional requirements for operating and maintenance data as outlined in respective sections of specifications
4. Provide complete information for products specified in Division 26.
5. Provide certificates of compliance as specified in each related section.
6. Provide start up reports as specified in each related section.
7. Provide signed receipts for spare parts and material.
8. Provide training report and certificates.

END OF SECTION

SECTION 26 05 00

ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Except as modified in this Section, General Conditions, and Supplementary Conditions, applicable provisions of Division 1 General Requirements, and other provisions and requirements of the Contract Documents apply to work of Division 26 Electrical.

B. Applicable provisions of this section apply to all sections of Division 26, Electrical.

1.2 CODE REQUIREMENTS AND FEES

A. Perform work in accordance with applicable statutes, ordinances, codes and regulations of governmental authorities having jurisdiction.

B. Electrical work shall comply with applicable inspection services:
1. Underwriters Laboratories
2. National Fire Protection Association
3. State Health Department
4. Local Municipal Building Inspection Department adopted codes with amendments
5. National Electrical Code with local amendments
6. State Regulatory Agencies
7. Where the project is located outside a municipal jurisdiction, and has no municipal inspection services, the National Electrical Code with amendments of the municipality with extraterritorial jurisdiction shall govern.
8. Where the project is located outside any municipal jurisdiction, including extraterritorial jurisdictions, the National Electrical Code with local adopted amendments of the largest municipality located in the same county or parish shall govern.
9. International Energy Conservation Code
10. National Electrical Safety Code

C. Resolve any code violations discovered in contract documents with the Engineer prior to award of the contract. After Contract award, any correction or additions necessary for compliance with applicable codes shall be made at no additional cost to the Owner.

D. This Contractor shall be responsible for being aware of and complying with asbestos NESHAP regulations, as well as all other applicable codes, laws and regulations.

E. Obtain all permits required.

1.3 CONTRACTOR'S QUALIFICATIONS

A. An approved contractor for the work under this division shall be:
1. A specialist in this field and have the personnel, experience, training, and skill, and the organization to provide a practical working system.
2. Able to furnish evidence of having contracted for and installed not less than 3 systems of comparable size and type that has served their Owners satisfactorily for not less than 3 years.

1.4 REFERENCE SPECIFICATIONS AND STANDARDS

A. Materials which are specified by reference to Federal Specifications; ASTM, ASME, ANSI, APWA, or AWWA Specifications; Federal Standards; or other standard specifications must comply with latest editions, revisions, amendments or supplements in effect on date proposals are received. Referenced specifications and standards are minimum requirements for all equipment, material and work. In instances where specified capacities, size or other features of equipment, devices or materials exceed these minimums, meet specified capacities.

1.5 CONTRACT DRAWINGS

A. Contract drawings are diagrammatic only and do not give fully dimensioned locations of various elements of work. Determine exact locations from field measurements.

B. Every effort has been made by the Engineer to indicate wiring of all receptacles, light fixtures, switches, telephone outlets, HVAC equipment, other equipment, elevator equipment, and all other devices / appliances requiring electrical power. It is the intent of the Engineer that all light fixtures be powered and controlled unless specifically noted on the plans; that all wiring devices (receptacles and direct connected equipment) be circuited to a power source of the correct voltage and that all HVAC, elevator equipment and other equipment be properly wired to the correct voltage power source; that all communications and security systems devices and equipment and all fire alarm system devices and equipment are installed, wired and systems are fully operational.

C. It is the responsibility of the Contractor to review the construction drawings (reflected ceiling plans) for light fixtures, casework elevation details for electrical devices which are not indicated on the electrical drawings; to review the mechanical and plumbing documents and all other drawings to determine the electrical rough-ins for all equipment requiring power connections, and to include in their proposals the correct and complete electrical rough-ins for all of these items which were inadvertently not indicated on the electrical drawings, OR the Contractor shall specifically enumerate each item requiring electrical rough-in which is not specifically shown on the electrical drawings, and indicate the electrical provisions of these items as specifically excluded from his proposal.

D. It is the responsibility of the Contractor to compare the scale of all electrical drawings with the scale of the architectural drawings and make adjustments to all electrical drawings which have the incorrect drawing scale so that his material takeoffs are not in error due to an incorrectly labeled drawing scale and his proposal is complete.

E. No proposal shall be accepted which specifically excludes any of the provisions of paragraphs B, C, or D above.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain at the job site a separate set of white prints (black line) of the contract drawings for the sole purpose of recording the "as-built" changes and diagrams of those portions of work in which actual construction is significantly at variance with the contract drawings. Mark the drawings with a colored pencil. Prepare, as the work progresses and upon completion of work, reproducible drawings clearly indicating locations of various major and minor feeders, equipment, and other pertinent items, as installed. Record underground and under slab service and feeders installed, dimensioning exact location and elevation of such installations.

B. At conclusion of project, obtain without cost to the Owner, electronic PDF and AutoCAD 2014 and / or Revit CAD files of the original drawings and transfer as-built changes to

these. Provide the following as-built documents including all contract drawings regardless of whether corrections were necessary and include in the transmittal: “2 sets of CDs and prints for Owner’s use, one set of CDs, prints, and mylars for Engineers Records”. Delivery of these as-built electronic, reproducibles and prints is a condition of final acceptance.

1. 3 sets of electronic AutoCAD (2014 dwg) and / or Revit CAD drawing files, on CD-ROM media, of each contract as-built drawing.
2. One reproducible Dayrex Mylar film positive of each contract as-built drawing.
3. Three sets of blue-line prints of each contract as-built drawing.
4. Three sets of pdf prints of each contract as-built drawing on CD.

C. As-Built Drawings should indicate the following information as a minimum:

1. Indicate all addendum changes to documents.
2. Remove Engineer’s Seal, name, address, and logo from drawings.
3. Mark documents RECORD DRAWINGS.
4. Clearly indicate: DOCUMENT PRODUCED BY:
5. Indicate all changes to construction during construction. Indicate actual routing of all conduits, etc. that was deviated from construction drawings.
6. Indicate exact location of all underground electrical raceways, and elevations.
7. Correct schedules to reflect (actual) equipment furnished and manufacturer.
8. During the execution of work, maintain a complete set of Drawings and specifications upon which all locations of equipment, devices, and all deviations and changes from the construction documents in the work shall be recorded.
9. Exact location of all electrical equipment in building. Label panel schedules to indicate actual location.
10. Exact location of all electrical equipment in and outside of the building.
11. Exact location of all outdoor lighting poles and equipment.
12. Location, size and routing of all feeder conduits, equipment, etc. shall be accurately and neatly shown to dimension.
13. Exact location of all roof mounted equipment, wall, roof and floor penetrations.
14. Cloud all changes.
15. Update all panel schedules with all additional circuits added or deleted through construction. Identify each circuit to include all information specified for directory cards for circuit identification in panelboards.

1.7 SPACE REQUIREMENTS

A. Consider space limitations imposed by contiguous work in selection and location of equipment and material. Do not provide equipment or material that is not suitable in this respect.

1.8 RELATION WITH OTHER TRADES

A. Carefully study all matters and conditions concerning the project. Submit notification of conflict in ample time to prevent unwarranted changes in any work. Review other Divisions of these specifications to determine their requirements. Extend electrical services and final connections to all items requiring same.

B. Because of the complicated relationship of this work to the total project, conscientiously study the relation and cooperate as necessary to accomplish the full intent of the documents.

C. Provide sleeves and inserts in forms as required for the work. Stub up and protect open ends of pipe before any concrete is placed. Furnish sizes of required equipment pads. Furnish and locate bolts and fittings required to be cast in them.

D. Locate and size openings required for installation of work specified in this Division in sufficient time to prevent delay in the work.

E. Refer to other Divisions of the specifications for the scope of required connections to equipment furnished under other Division. Determine from the General Contractor / Construction Manager for the various trades, the Owner, and by direction from the Engineer, the exact location of all items. The construction trades involved shall furnish all roughing-in drawings and wiring diagrams required for proper installation of the electrical work.
   1. Make final electrical connections to all electrically operated equipment indicated on the drawings, except as noted.
   2. The responsibility for alignment of motor and driven equipment is specified in the related division.

F. Request all Shop Drawings required in ample time to permit proper installation of all electrical provisions.

G. Extend services as indicated to the various items of equipment furnished by others. Rough-in for the various items and make final connections ready for operation upon placing of the equipment.

1.9 CONCEALED AND EXPOSED WORK

A. When the word "concealed" is defined as hidden from sight as in chases, furred spaces or above ceilings. "Exposed" is defined as open to view, in plain sight.

1.10 GUARANTEE

A. Guarantee work for 1 year from the date of substantial completion of the project. During that period make good any faults or imperfections that may arise due to defects or omissions in material, equipment or workmanship. Replacement of failed parts or equipment shall be provided.

1.11 MATERIAL AND EQUIPMENT

A. Furnish new and unused materials and equipment meeting the requirements of the paragraph specifying acceptable manufacturers. Where two or more units of the same type or class of equipment are required, provide units of a single manufacturer.

1.12 NOISE AND VIBRATION

A. Select equipment to operate with minimum noise and vibration. If noise or vibration is produced or transmitted to or through the building structure by equipment, piping, ducts or other parts of work, and judged objectionable by the Owner, Architect, or Engineer, rectify such conditions at no additional cost to the Owner. If the item of equipment is judged to produce objectionable noise or vibration, demonstrate at no additional cost that equipment performs within designated limits on a vibration chart.

1.13 ACCEPTABLE MANUFACTURERS

A. Manufacturers names and catalog number specified under sections of Division 26 are used to establish standards of design, performance, quality and serviceability and not to limit competition. Equipment of similar design, materials, energy efficiency characteristics (where applicable) and lighting performance characteristics (where applicable) equal to that specified, manufactured by a named manufacturer shall be acceptable on approval. A request for prior approval of equipment not listed must be submitted ten (10) days

before proposal due date. Submit a marked-up set of the relevant specification section indicating all variances, a comparison to the specified product, and of construction and performance criteria, complete design and performance data for the specified product and the proposed substitution for comparison to the Engineer. The Architect issues approvals of acceptable manufacturers as addenda to the Construction Proposal Documents.

1.14 UTILITIES, LOCATIONS AND ELEVATIONS

A. Locations and elevations of the various utilities included within the scope of this work:
   1. Obtained from utility maps and other substantially reliable sources.
   2. Are offered separate from the Contract Documents as a general guide only without guarantees to accuracy.

B. Examine the site and verify the location and elevation of all utilities and of their relation to the work. Existing utilities indicated on the site plans are for reference only and shall be field verified by the Contractor with the respective public or private utility.

1.15 OPERATING TESTS

A. After all electrical systems have been completed and put into operation, subject each system to an operating test under design conditions to ensure proper sequencing and operation throughout the range of operation. Tests shall be made in the presence of the Engineer and Owner. Provide minimum 24-hour advance notice of scheduling of all tests. Make adjustments as required to ensure proper functioning of all systems. Special tests on individual systems are specified under individual sections. Submit 3 copies of all certifications and test reports adequately in advance of completion of the work to allow for remedial action as required to correct deficiencies discovered in equipment and systems.

1.16 WARRANTIES

A. All normal and extended warranties shall include parts, labor, miscellaneous materials, travel time, incidental expenses, normal freight / shipping, refrigerant, oils, lubricants, belts, filters and any expenses related to service calls required to diagnose and correct warranty problems.

B. Submit 3 copies of all warranties and guarantees for systems, equipment, devices and materials. These shall be included in the Operating and Maintenance Manuals.

1.17 BUILDING CONSTRUCTION

A. It shall be the responsibility of the sub-contractor to consult the Contract Drawings, details and specifications and thoroughly familiarize himself as to the construction and all job related requirements. All construction trades shall cooperate with the General Contractor / Construction Manager Job site superintendent and lay out work so that all raceways and other items are placed in the walls, furred spaces, chases, etc., so that there shall be no delay in the job.

1.18 TEMPORARY FACILITIES

A. General: Refer to Division 1 for general requirements on temporary facilities.

B. Temporary Wiring: Temporary power and lighting for construction purposes shall be provided under this Division. Installation of temporary power shall be in accordance with NEC Article 527.

C. Temporary facilities, wire, lights and devices are the property of this Contractor and shall be removed by this Contractor at the completion of the Contract.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 IDENTIFICATION OF EQUIPMENT

A. Identification of Equipment:

1. All major equipment shall have a manufacturer's label identifying the manufacturer's address, equipment model and serial numbers, equipment size, and other pertinent data. Take care not to obliterate this nameplate. The legend on all nameplates or tags shall correspond to the identification shown on the Operating Instructions. All panels, cabinets, or equipment requiring 120 volt or higher power shall be labeled as required which includes circuit designation and circuit panelboard location, regardless of which discipline installs the equipment.
2. Three layer laminated plastic engraved identifying nameplate shall be permanently secured to each switchboard, distribution panel, motor control center, transformer, panelboard, safety disconnect switch, enclosed circuit breaker, transfer switches, remote generator transfer deices not installed inside light fixtures, wireway, busduct plug, terminal cabinet, surge protective device, capacitor, individual motor controller, contactor, fire alarm panels (main and remote booster), and communications (voice, data, video) cabinet or rack, security panels, time clocks, BMCS cabinets, sound reinforcement cabinets and racks, miscellaneous control cabinets, equipment integral disconnect switches, toggle or motor switches, disconnects for equipment, exterior junction boxes, exterior pull boxes, exterior wireways and gutters, and rooftop equipment (i.e.: supply and exhaust fans, rooftop HVAC equipment) with stainless steel screws.
   a. Utility Power: White letters on black background
      Generator Power (White letters on red background
      UPS Power: White letters on blue background
      Load Bank Circuits: White letters on green background
      Solar or Wind Power Generation: White on orange background
   b. Identifying nameplates shall have 1/2-inch high, engraved letters for equipment designation and ¼-inch letters indicating source circuit designation, (i.e.: “PANEL HA –fed from MDP-6 located in Mech. Rm. 100”). The words “fed from” and “located” shall be included in the labeling.
   c. Each switchboard, distribution panel, transfer switch, generator transfer device (GTD) for emergency lighting, and motor control center feeder or branch circuit device shall have a nameplate showing the load and location of load served in ¼-inch high, engraved letters. Circuit breaker name and kirk key designation if applicable
   d. Each section of multiple section panelboards shall also indicate panelboard section number (i.e.: Panel “HA-Section 2 – fed from MDP-6 located in Mech. Rm. 100”)
   e. Motor Controllers, starters, and contactors: Provide neatly typed label inside each motor controller and contactor enclosure door identifying motor or load served, nameplate horsepower, full load amperes, code letter, service factor, and voltage / phase rating.
   f. Individual motor controller and contactor nameplates shall include load served, location of load served, panel and circuit numbers serving load, location of panel serving load, panel and circuit number serving control circuit, location of panel serving control circuit (if different from panel serving load), description and location (if applicable) of control controlling

contactor (i.e. Controlled: Switch in RM 100, and Controlled: BMCS). Contactor nameplate is to include whether it is a lighting or receptacle contactor and name of contactor. i.e. C-1.

Lighting Contactor Example	Receptacle Contactor Example
Lighting Contactor C1	Receptacle Contactor C2
West Parking Lot Pole Lights	Table Recpts Lab Rm 100
Fed From Panel HA-2,4,6	Fed From Panel LA-2,4,6,8
Located Main Elec. Rm. 100	Located Mech. Rm. 110
Control Circuit-Panel LA 42	Control Circuit-Panel LA-42
Located Main Elec. Rm. 100	Controlled-Emer Shut Off Mushroom
Controlled-BMCS	Switch Rm 101

g. Exterior J-boxes, pull boxes, and gutters shall have panel identification, circuit numbers, and location of panel listed on name plate. Low voltage shall be identified per contents, examples: DATA, BMCS, F/A

h. Name plates on equipment served from switchboards, distribution panels, I-Line panels, and motor control centers are not to include circuit numbers shown on drawings as the circuit numbers are for construction drawing purposes only.

i. Panel names for 277/480v shall start with the letter “H” and 120/208v, 120/240v shall start with the letter “L”. No panel shall be named to include a number other than multi sectional panels, example HA-section 2. New panels installed in renovation or site additions shall have names approved or designated by Owner’s electrical representative. Panel names shall not include the letter “I”. Transformer names shall start with the letter “T” followed by the panel name it serves, i.e. TLA.

h. Main service ATS label shall include equipment name, emergency source and location, normal power source and location, panel served and location. Wall mounted ATS serving lighting loads shall include type of lighting and location, emergency panel and circuit ID and location of panel, normal panel and circuit ID and location of panel.

Main Service ATS Example ATS-1	Wall Mounted Lighting ATS Example ATS
Emer Power-Emer Generator	Exterior Wall Packs/Soffit Lights
Located Chiller Yard	North/West Metal Canopy Lights
Normal Power-MSB	Fed from EHA-2
Located-Mech Rm 100	Located Mech Rm 200
Serves Panel EHA	Fed From HB-4
Located-Mech Rm 100	Located Mech Rm 150

i. Name plates shall include rated bus amperage, voltage, number of phases, number of wires and type of essential electrical system as applicable.

j. Service equipment available fault current labeling: Provide a 2x3 inch label with blue lettering on contrasting background permanently affixed to the service disconnect/equipment prior to energizing the service equipment. The label shall include the date of installation and the date of calculation. The date of calculation shall be the date indicated by the Engineer of Record’s Seal on the Construction Document Electrical One-Line Diagram / Riser Drawing. Example:

SERVICE EQUIPMENT AVAILABLE FAULT CURRENT: ##, ### AMPS
DATE OF INSTALLATION: MM/DD/YY
DATE OF CALCULATION: MM/DD/YY

k. Above ceiling lighting control relay equipment: Provide name plate glued to bottom of ceiling T-grid below relay location. White letters on black background with ¼” high letters on ½” tall label for digital lighting module “DLM”.

3. Cardholders and directory cards shall be furnished for circuit identification in panelboards. Cardholder shall be located on inside of panel door and shall be in a metal frame with clear plastic front. Circuit lists shall be typewritten. Circuit descriptions shall include explicit description and identification of items controlled by each individual breaker, including final graphics room number or name designation and name of each item served. If no building appointed room number or name is given, list locations per the following examples – A. Storage in Rm 100 – B. Office in Rm 100 – C. Storage west of Rm. 100. List corridors as “corridors”. Identify circuits controlled by contactors using a separate notation for each contactor used. List notation at bottom of schedule stating the circuits are controlled by a contactor, list exact location of contactor, and how switched. Do not use architectural room number designation shown on plans. Obtain final graphics room number identification from Architect’s final room number graphics plan. All locations served by breakers shall be listed on schedule. Panel schedule shall be large enough to contain all information required. Also refer to Section 26 24 16.
4. Permanent, waterproof, black markers shall be used to identify each lighting and power grid junction box, gutter and wireway. Clearly indicate the panel and branch circuit numbers available at that junction box, gutter or wireway. Where low voltage relay panels are used for lighting control, identify the low voltage relay panel and number in addition to the branch circuit panel and number.
5. Pull Boxes, Transformers, Disconnect Switches, etc.: Field work each with a name plate showing identity, voltage and phase and identifying equipment connected to it. The transformer rating shall be shown on the panels or enclosures. For an enclosure containing a motor starter, the nameplate shall include the Owner’s motor number, motor voltage, number of motor phases, motor load being serviced, motor horsepower, and motor full load current. Nameplates shall also indicate where panel is fed from.

B. Prohibited Markings: Markings intended to identify the manufacturer, vendor, or other source from whom the material has been obtained are prohibited for installation in public, tenant, or common areas within the project. Also prohibited are materials or devices that bear evidence that markings or insignias have been removed. Certification, testing (example, Underwriters Laboratories), and approval labels are exceptions to this requirement.

C. Warning Signs: Provide warning signs where there is hazardous exposure associated with access to or operation of electrical facilities. Provide text of sufficient size to convey adequate information at each location; mount permanently in an appropriate and effective location. Comply with industry standards for color and design.

D. Wire and Cable Markers: Provide vinyl cloth markers with split sleeve or tubing type, except in manholes provide stainless steel with plastic ties.

E. Wire and Cable Labeling: Provide wire markers on each conductor in all boxes, pull boxes, gutters, wireways, contactors, and motor controllers and load connection. Identify with panelboard / switchboard branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on equipment manufacturer’s shop drawings for control wiring.

F. Underground Warning Tape: Thomas and Betts or approved equal. Six-inch wide plastic tape, colored red for 50 volts or above electrical, or orange for communications and control with suitable warning legend describing buried electrical lines; telephone lines and data lines per APWA recommendations. All underground electrical conduits shall be so identified. Tape shall be buried at a depth of 6-inches below grade and directly above

conduits or ductbanks. Provide magnetic marking tape below all underground electrical conduits.

3.2 CUTTING AND PATCHING

A. General: Comply with the requirements of Division 1 for the cutting and patching of other work to accommodate the installation of electrical work. Except as authorized by the Engineer, cutting and patching of electrical work to accommodate the installation of other work is not permitted.

3.3 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to substantial completion, conduct an on-site training program to instruct Owner's operating personnel in the operation and maintenance of the electrical systems.
   1. Provide the training during regular working day.
   2. The Instructors shall be experienced in their phase of operation and maintenance of the electrical systems and with the project.

B. Time to be allocated for instructions.
   1. Minimum of 2 hours dedicated instructor time
   2. 1 hour on each of 2 days
   3. Additional instruction time for specific systems as specified in other Sections.

C. Before on-site training, submit the program syllabus; proposed time and dates; for review and approval, minimum 48 hours prior to proposed training time and date.
   1. One copy to the Owner
   2. One copy to the Engineer

D. The Owner shall provide a list of personnel to receive instructions, and shall coordinate their attendance at the agreed upon times.

E. Use operation and maintenance manuals as the basis of instruction. Review manual with personnel in detail. Explain all aspects of operation and maintenance.

F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shut down of each item of equipment.

G. Demonstrate equipment functions (both individually and as part of the total integrated system).

H. Prepare and insert additional data in the operating and maintenance manuals when the need for additional data becomes apparent during instructions.

I. Submit a report within one week after completion of training. List time and date of each demonstration, hours devoted to the demonstration, and a list of people present, with their respective signatures.

J. At the conclusion of the on-site training program, have the person designated by the Owner sign a certificate to certify that he / she has a proper understanding of the system, that the demonstrations and instructions have been satisfactorily completed, and the scope and content of the operating and maintenance manuals used for the training program are satisfactory.

K. Provide a copy of the report and the certificate in an appropriately tabbed section of each Operating and Maintenance Manual.

3.4 OPENINGS

A. Framed, cast or masonry openings for boxes, equipment or conduits are specified under other divisions. Drawings and layout work for exact size and location of all openings are included under this division.

3.5 HOUSEKEEPING PADS

A. Provide concrete equipment housekeeping pads under all floor and outdoor mounted electrical equipment.

B. Concrete and reinforcing steel shall be as specified in Division 3, or as indicated or noted.

C. Concrete pads:
   1. 6-inches thick minimum indoors; 8-inches thick minimum outdoors, or match existing if indicated on the drawings to extend existing pads, or in other sections of the specifications.
   2. Chamfer strips at edges and corner of forms.
   3. Smooth steel trowel finish.
   4. Extend 3-inches minimum indoors beyond perimeter of equipment unless otherwise shown.
   5. 6-inch x 6-inch #8 wire reinforcement mesh.

3.6 OBSTRUCTIONS

A. The drawings indicate certain information pertaining to surface and subsurface obstructions, which has been taken from available drawings. Such information is not guaranteed, however, as to accuracy of location or complete information.
   1. Before any cutting or trenching operations are begun, verify with Owner's representative, utility companies, municipalities, and other interested parties that all available information has been provided.
   2. Should obstruction be encountered, whether shown or not, alter routing of new work, reroute existing lines, remove obstruction where permitted, or otherwise perform whatever work is necessary to satisfy the purpose of the new work and leave existing services and structures in a satisfactory and serviceable condition.

B. Assume total responsibility for and repair any damage to existing utilities or construction, whether or not such existing facilities are shown.

3.7 VANDAL RESISTANT DEVICES

A. Where vandal resistant screws or bolts are employed on the project, deliver to the Owner 2 suitable tools for use with each type of fastener used, and 25 percent spare fasteners.

B. Proof of delivery of these items to the Owner shall be included in the Operating and Maintenance Manuals.

3.8 PROTECTION

A. Protect work, equipment, fixtures, and materials. At work completion, work must be clean and in original manufacturer's condition.

B. Do not deliver equipment to this project site until progress of construction has reached the stage where equipment is actually needed or until building is closed in enough to protect the equipment from weather. Equipment allowed to stand in the weather shall be rejected,

and the contractor is obligated to furnish new equipment of a like kind at no additional cost to the Owner.

3.9 COORDINATION OF BRANCH CIRCUIT OVERCURRENT AND PROTECTION DEVICES

A. Review with equipment specified which requires electrical connections. Review equipment shop drawings and manufacturer's nameplate data and coordinate exact branch circuit overcurrent protective device and conductors with equipment provided.
   1. Provide equipment manufacturer's recommended overcurrent protective device indicated on nameplate at no additional cost to the Owner.
   2. If branch circuit conductors and / or conduit sizing is less than the minimum required by equipment manufacturer, notify the Engineer immediately, prior to rough-in.
   3. If equipment manufacturer is a substitution to the specified equipment manufacturer, provide the greater of the conductors specified or those required for the installed equipment manufacturer’s minimum circuit conductors, at no additional cost to the Owner.
   4. If conductors indicated on plans are in excess of that permitted by equipment manufacturer, notify Engineer immediately, prior to rough-in.
   5. If conductors indicated on plans are in excess of that permitted by the equipment manufacturer, provide the maximum conductors permitted by the equipment manufacturer based on NEC ampacity tables, either in a single set, or as a set of parallel conductors as permitted by the NEC. Conductor size and quantity entering the equipment enclosures shall not exceed the equipment manufacturer’s maximum recommendations.

3.10 TESTING

A. The contractors for the various sub-systems shall submit proposed testing procedures for their systems, subject to review and approval and Owner acceptance. The contract will not be declared to be substantially complete until the functional operation of the subsystems have been demonstrated and verified and reports have been provided, reviewed and accepted.

B. The project will not be declared substantially complete until the following has taken place.
   1. The “As-Built” drawings have been submitted, reviewed and accepted by the Architect / Owner / Owner’s Construction Representative.
   2. The building emergency lighting system and other systems including but not limited to those listed below have been tested, completed factory start-up and programming and adjusting as required for a complete and fully operational system acceptable to the Architect and Owner.
      a. Overcurrent devices
      d. Motor Controllers
      e. Emergency Lighting
      f. Building Fire Alarm System

3.11 LOAD BALANCING

A. Balance load on all phases in each panel to within 10% of respective phase loads.

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SECTION 26 05 05

ELECTRICAL ALTERATIONS PROJECT PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Inspection and service of existing equipment and materials to remain or be reused.

B. Handling of equipment and materials to be abandoned.

C. Handling of equipment and materials to be removed.

1.2 QUALITY ASSURANCE

A. Coordination with the Contractor prior to the disconnection or shutdown of existing equipment, or to the modification of existing operational systems.

1.3 CONTRACT DRAWINGS

A. There is the possibility that there exist conditions and devices that are affected by the work indicated on the drawings and called for in the specifications (project manual) that do not appear on the drawings. It is the Contractors responsibility to visit the site and determine all of the existing conditions and to consider these existing conditions when making and presenting a proposal, to have a complete proposal.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Material used to upgrade and repair existing equipment shall conform to that specified.

B. Material used to upgrade and repair existing equipment shall not void existing warranties or listings of the equipment to be upgraded or repaired.

C. Material used to upgrade and repair existing equipment shall be new and shall be of the same manufacturer of the existing equipment, shall be acquired through the existing original equipment manufacturer’s approved distribution channels, shall have manufacturer’s warranties for the new material being used, and shall be listed for the use intended.

PART 3 - EXECUTION

3.1 INSPECTION

A. Existing materials and equipment indicated on the drawings or in the specifications to be reused shall be inspected for damaged or missing parts. Notify the Engineer, in writing, accordingly.

B. If using materials specified or shown on the drawing voids or diminishes the warranty or operation of remaining equipment or systems, the Contractor shall notify the Engineer, in writing.

C. Verify field measurements and circuiting arrangements.

D. Verify that abandoned wiring, panelboards, and switchboards, disconnect switches, and equipment serve only abandoned facilities. Where abandoned wiring, panelboards, switchboards, and equipment which serve existing facilities are to remain, Contractor shall provide means and methods to ensure existing facilities remain energized with the correct voltage, overcurrent protection, conductors, and circuit ampacity required by the existing facilities to remain.

E. Demolition Drawings are based on casual field observation, and when available, existing record documents. Report discrepancies to Architect before disturbing existing installation, and immediately after such discrepancies are discovered.

3.2 APPLICATION

A. Existing materials and equipment indicated on the drawings or in the specification to be reused shall be cleaned and reconditioned, including tightening of feeder and bus bar lugs prior to installation and reuse in the modified system.

B. Remove existing luminaries for alterations/renovations. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. For each luminarie that is taken down for alteration and then reinstalled, replace damaged parts, provide new lamps and, with matching paint, touch-up scratched or abraded areas, and replace cracked, broken or missing lenses or diffusers. Replace unrepairable fixtures with new fixtures

C. Material and equipment removed that is not to be salvaged for Owner's use or for reuse on the project shall become the property of the Contractor and shall be removed from the site.

D. Prior to start of construction, Contractor shall walk areas to be renovated with Owner to identify and document items to be salvaged for Owner’s use.

E. Material or equipment salvaged for Owner's use shall be carefully handled and stored where directed by the Owner.

F. Materials and equipment not indicated to be removed or abandoned shall be reconnected to the new system.

G. Clean and repair existing materials and equipment that remain or are to be reused.

H. Panelboards Reused and Modified for Renovation: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

3.3 SEQUENCING AND SCHEDULING

A. Coordinate utility service outages with Utility Company, Architect and Owner.

B. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits use personnel experienced in such operations.

C. Existing Electrical Service: Refer to drawings for work in remodeled areas. Where facilities in these areas are to remain in service, any related work to keep the facilities in operation is specified in this Division. Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and

connections. Obtain written permission from Owner at least 10 business days before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area. Disclose the extent, exact time and expected duration of the outage in a written request to the Owner.

D. Remove and replace existing conduit wiring, outlets, devices, lighting fixtures, panels and appurtenances as occasioned by new or remodeled construction. Re-establish service to lights, switches and devices that may be interrupted by remodeled construction.

E. Disconnect electrical systems in walls, floors and ceilings scheduled for removal. When outlets are removed, wire shall be pulled out of the conduit back to the nearest remaining box or cabinet.
1. Remove exposed conduit that has been abandoned.
2. Cap conduit beyond the finish line.
3. Provide unswitched circuit leg for emergency battery powered equipment; circuit from same branch circuit breaker as switched normal lighting circuit.

F. Where new/existing luminaries or devices are shown being connected to existing circuits:
1. Field verify existing system voltage
2. Provide ballast / device to match system voltage

G. Verify the loading of each circuit affected by remodeling work. The maximum load of any branch circuit shall not exceed 80% of its rating.

H. Remove equipment, systems, conductors, wiring, raceways, etc. abandoned or not required for existing or new systems. Coordinate with Architect / Owner for salvage by Owner. Remove abandoned / not required raceways and wiring back to nearest box serving load to remain, or back to panel if not serving remaining load.

I. Existing Power, and Lighting and Appliance Branch Circuit Distribution System: Maintain existing system in service unless as noted or specified otherwise. Disable system only to make switchovers and connections. Notify Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

J. Existing Lighting System: Maintain existing system in service unless as noted or specified otherwise. Disable system only to make switchovers and connections. Notify Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

K. Existing Fire Alarm System: Maintain existing system in service. Disable system only to make switchovers and connections. Notify Owner and local fire service at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

L. Existing Telephone System: Maintain existing system in service. Disable system only to make switchovers and connections. Notify Owner and Telephone Company at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

M. Existing Paging and Sound Reinforcement Systems: Maintain existing system in service. Disable system only to make switchovers and connections. Notify the Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

N. Existing Data Network: Maintain existing system in service. Disable system only to make switchovers and connections. Notify the Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

O. Existing Video Distribution System: Maintain existing system in service. Disable system only to make switchovers and connections. Notify the Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

P. Existing Security System: Maintain existing system in service. Disable system only to make switchovers and connections. Notify the Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

Q. Existing Video Surveillance System: Maintain existing system in service. Disable system only to make switchovers and connections. Notify the Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make connections to maintain service in areas adjacent to work area.

3.4 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. The Contractor shall modify, remove, and/or relocate all materials and items so indicated on the drawings or required by the installation of new facilities. All removals and/or dismantling shall be conducted in a manner as to produce maximum salvage. Salvage materials shall remain the property of the Owner, and shall be delivered to such destination as directed by the Owner's representative unless they are not wanted, then it will be the responsibility of this Contractor to remove such items and properly dispose of them. Materials and/or items scheduled for relocation and which are damaged during dismantling or reassembly operations shall be repaired and restored to good operative condition. The Contractor may, at his discretion, and upon approval of the Owner's representative substitute new materials and/or items of like design and quality in lieu of materials and/or items to be relocated.

B. All items to be relocated shall be carefully removed in reverse to original assembly or placement and protected until relocated. The Contractor shall clean, repair, and provide all new materials, fittings, and appurtenances required to complete the relocations and to restore them to good operative order. All relocations shall be performed by workmen skilled in the work and in accordance with standard practice of the trades involved.

C. When items scheduled for relocation and/or reuse are found to be in damaged condition before work has been started on dismantling, the Contractor shall call the attention of the Owner's representative to such items and receive further instructions before removal. Items damaged in repositioning operations are the contractor's responsibility and shall be repaired or replaced by the contractor as approved by the owner's representative, at no additional cost to the Owner.

D. Conduit and wiring to items to be removed, salvaged, or relocated shall be removed to points indicated on the drawings, specified, or acceptable to the Owner's representative. Conduit and wiring not scheduled for reuse shall be removed to the points at which reuse is to be continued or service is to remain. Such services shall be sealed, capped, or otherwise tied-off or disconnected in a safe manner acceptable to the Construction Inspector. All disconnections or connections into the existing facilities shall be done in such a manner as to result in minimum interruption of services to adjacent occupied areas. Services to existing areas or facilities that must remain in operation during the

construction period shall not be interrupted without prior specific approval of the Owner's representative hereinbefore specified.

E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed. Replace existing wiring devices and cover plates with new wiring devices and new cover plates in renovated areas. Any corridor, room, or area indicated to have any new wiring devices installed shall have all of the existing wiring devices and cover plates replaced with new wiring devices and new cover plates.

F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

G. Disconnect and remove abandoned luminaries. Remove brackets, stems, hangers, and other accessories.

H. Repair adjacent construction and finishes damaged during demolition and extension work.

I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

J. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

K. Existing conduit raceway found to need additional hangers installed and/or junction box covers shall be added at no additional cost to the Owner.

L. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

3.5 PROTECTION OF THE WORK

A. Provide adequate temporary support and auxiliary structure as necessary to ensure structural value or integrity of affected portion of work.

B. Provide devices and methods to protect other portions of work from damage.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

3.6 IDENTIFICATION OF EQUIPMENT IN RENOVATED AREAS

A. Identification of Equipment: Provide new, typed panel directory cards (and card holders if needed) for existing panelboards located within the renovated areas. Ring out all new and existing circuits within these panelboards as specified in Section 26 05 00 Electrical General Provisions. Do not include the description "existing". Provide new nameplates for all existing electrical equipment in renovated areas as specified in Section 26 05 00 Electrical General Provisions.

3.7 TESTING AND CORRECTIVE MEASURES FOR DAMAGE DURING CONSTRUCTION IN EXISTING LOW VOLTAGE SYSTEMS

A. Pre-construction testing of existing low voltage systems:
   1. Provide a complete operational test of the following systems prior to demolition and renovation. Verify operation of each circuit, device, panel, console,

distribution equipment, and associated accessories. Test shall be performed by a contractor and technicians, each certified by the respective manufacturer of the existing special system to perform test, programming, and repairs to the respective manufacturer's system. Testing of the existing system shall include all areas served by the existing system including but not limited to the main campus, remote buildings, and temporary buildings:

a. Fire Alarm System

2. Provide a complete written report to the Architect, indicating any deficiencies of the existing system in relation to each component's intended function. Include in the written report evidence of current certification by the respective manufacturer for the contractor and individuals performing the tests. Provide the written report within 14 days of notice to proceed and prior to any demolition or renovation work.

B. Substantial completion testing of existing low voltage systems:

1. Provide complete operational tests of the following systems within 14-days prior to estimated date of substantial completion. Verify operation of each circuit, device, panel, console, distribution equipment, and associated accessories. Test shall be performed by a contractor and technicians each certified by the respective manufacturer of the existing system to perform test, programming, and repairs to the respective manufacturer's system. Testing of the existing system shall include all areas served by the existing system including but not limited to the main campus, remote buildings, and temporary buildings:

a. Fire Alarm System

2. Provide a complete written report to the Architect, indicating any deficiencies of the existing system in relation to each component's intended function. Include in the written report evidence of current certification by the respective manufacturer for the contractor and each individual performing the tests. Provide the written report within 14 days of expected date for substantial completion.

C. Repairs, equipment replacements, and corrections to low voltage systems due to damage caused by contractor:

1. Notify the Owner immediately of any disruption or damage to any low voltage system.
2. Any disruption or damage to the existing access control system or fire alarm system shall be corrected the same day as the disruption or damage occurred. The access control system and fire alarm system shall be tested daily in the presence of the owner prior to the Contractor leaving the job site each day.
3. For each low voltage system other than access control or fire alarm system, a manufacturer certified contractor and certified technicians shall perform corrective measures to each system component that was functional prior to demolition and renovation and found defective or non-functional within 14-days prior to estimated date of substantial completion.
4. Corrective measures to all low voltage systems to correct components of the low voltage systems found damaged by the contractor shall be completed to the satisfaction of the Owner and Engineer prior to acceptance of substantial completion at no additional cost to the Owner.

END OF SECTION

SECTION 26 05 10

CONTRACT QUALITY CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Contract quality control including workmanship, manufacturer's instructions, mock-ups and demonstrations.

1.2 QUALITY CONTROL PROGRAM

A. Maintain quality control over supervision, subcontractors, suppliers, manufacturers, products, services, site conditions and workmanship to produce work in accordance with contract documents. Submit a narrative outline of the Quality Control Program or Plan.

1.3 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality. Persons performing electrical work shall be required to be licensed. There shall be on-site supervision at all times, including punch list work, with that person having a minimum of journeyman license. Helpers, apprentices shall have a minimum of apprentice license.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Under no conditions shall material or equipment be suspended from structural bridging.

D. Provide finishes matching approved samples; all exposed finishes shall be approved by the Engineer. Submit color samples as required.

1.4 MANUFACTURER'S INSTRUCTIONS

A. Comply with instructions in full detail, including each step in sequence.

B. Should instruction conflict with Contract Documents, request clarification from Engineer before proceeding.

1.5 MANUFACTURER'S CERTIFICATES

A. When required in individual Specification Sections, submit manufacturer's certificate in duplicate, certifying that products meet or exceed specified requirements.

1.6 MANUFACTURER'S FIELD SERVICES

A. When required in individual Specification Sections, manufacturer shall provide manufacturer’s qualified personnel to observe:
   1. Field conditions
   2. Condition of installation
   3. Quality of workmanship
   4. Start-up of equipment
   5. Testing, adjusting, and balancing of equipment

B. Manufacturer’s qualified personnel shall make written report of observations and recommendations to Engineer.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIAL

A. Comply with recognized National rating and approval agencies as well as all codes and ordinances at the federal, state and city levels.

PART 3 - EXECUTION

3.1 ADJUSTMENTS AND MODIFICATIONS

A. Contractor shall provide all adjustments and modifications as requested by the manufacturer’s qualified personnel at no additional cost to Owner.

B. Coordination Drawings:
1. Electrical room size and location required and to scale
2. Equipment and accessories, switchgear and piping
3. Indicate clearances and service access.

3.2 INSPECTIONS BY LOCAL AUTHORITY HAVING JURISDICTION (AHJ)

A. Contractor shall notify design prime consultant and associated Architect / Owner’s Construction Manager when he requests an inspection by the AHJ.

END OF SECTION

SECTION 26 05 12

SHOP DRAWINGS, COORDINATION DRAWINGS & PRODUCT DATA

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Prepare submittals as required by Division 1 and as outlined below.

B. Submit product data shop drawings only for the following and for items specifically requested elsewhere in the Contract Drawings and Specifications. Engineer reserves the right to refuse shop drawings not requested for review and to imply that materials shall be provided as specified without exception.

C. The term submittal, as used herein, refers to all:
1. Shop Drawings
2. Coordination Drawings
3. Product data

D. Submittals shall be prepared and produced for:
1. Distribution as specified
2. Inclusion in the Operating and Maintenance Manual, as specified, in the related section

1.2 ENGINEER REVIEW OF IDENTIFIED SUBMITTALS

A. The Engineer will:
1. Review identified submittals with reasonable promptness and in accordance with schedule. Specific equipment submittals that may be required to be expedited shall be submitted separately without other submittal items not requiring the same prompt attention.
2. Affix stamp and initials or signature, and indicate requirements for resubmittal or approval of submittal
3. Return submittals to Contractor for distribution or for resubmission

B. Review of submittals will not extend to design data reflected in submittals that is peculiarly within the special expertise of the Contractor or any party dealing directly with the Contractor.

C. Engineer's review is only for conformance with the design concept of the project and for compliance with the information given in the contract.
1. The review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
2. The review shall not extend to review of quantities, dimensions, weights or gauges, fabrication processes or coordination with the work of other trades.

D. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

1.3 SUBSTITUTIONS

A. Do not make requests for substitution employing the procedures of this Section.

B. The procedure for making a formal request for substitution is specified in Division 1.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SPECIFICATION COMPLIANCE REVIEW

A. Mark up a complete copy of the specification section for the product to indicate a) acknowledgement of the specification requirement (Comply), or b) acknowledgement that the particular specification requirement does not apply to this specific project (Not Applicable) or, c) acknowledgement that the specification requirement cannot be made or that a variance is being submitted for review to the Engineer/Owner (Does Not Comply, Explanation:) Do not submit an outline form of compliance, submit a complete copy with the product data.

3.2 SHOP DRAWINGS AND PRODUCT DATA

A. Submittals shall not be combined or bound together with any other material submittal.

B. Submittal Specification Information:
   1. Every submittal document shall bear the following information as used in the project manual:
      a. The related specification section number
      b. The exact specification section title
   2. Submittals delivered to the Engineer without the specified information will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

C. Submit individually bound shop drawings and product data for the following when specified or provided. The Fault Current and Overcurrent Device Coordination Analysis shall be submitted prior to other switchgear.
   1. Enclosed Switches and Circuit Breakers
   2. Enclosed Motor Controllers
   3. Wiring devices
   4. Lighting fixtures

3.3 SHOP DRAWINGS

A. Present drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, or room numbers shown on Contract Drawings.

B. Show all dimensions of each item of equipment on a single composite Shop Drawing. Do not submit a series of drawings of components.

C. Identify field dimensions; show relation to adjacent or critical features or work or products.

3.4 COORDINATION DRAWINGS

A. Present in a clear and thorough manner. Title each drawing with project name; identify each element of drawings by reference to sheet number and detail, or room number of contract documents. Minimum drawing scale: 1/4"=1'-0".

B. Prepare coordination drawings to coordinate installations for efficient use of available space, for proper sequence of installation and to resolve conflicts. Coordinate with work specified in other sections and other divisions of the specifications.

C. For each room containing major electrical switchgear and each outside equipment pad with major electrical switchgear and equipment, submit plan and elevation drawings. Show:
   1. Actual electrical switchgear, equipment and components to be furnished.
   2. NEC working space and NEC access to NEC working space.
   3. Relationship to other equipment and components provided by other trades, ductwork, piping, air-handling equipment, etc., and openings, doors and obstructions. Drawings shall include an overlay of other systems demonstrating coordination and clearances.
   4. Housekeeping pad location and dimensions

D. Identify field dimensions. Show relation to adjacent or critical features of work or products.

E. Verify location of wiring devices, telephone outlets and other work specified in this Division.
   1. Coordinate with drawing details, site conditions and millwork shop drawings prior to installation.
   2. Where required for clarification, submit shop drawings prior to rough-in and fabrication.

F. Submit shop drawings in plan, elevation and sections, showing receptacles, outlets, electrical and telecommunication devices in casework, cabinetwork and built-in furniture.

3.5 PRODUCT DATA

A. All product options specified shall be indicated on the product data submittal. All options listed on the standard product printed data not clearly identified as not part of the product data submitted shall become part of the Contract and shall be provided.

B. Mark each copy of standard printed data to identify pertinent products, referenced to specification section and article number.

C. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions and required clearances.

D. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

3.6 MANUFACTURERS INSTRUCTIONS

A. Submit Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, calibrating, balancing and finishing.

3.7 CONTRACTOR RESPONSIBILITIES

A. Review submittals prior to transmittal.

B. Determine and verify:
   1. Field measurements
   2. Field construction criteria
   3. Manufacturer's catalog numbers
   4. Conformance with requirements of Contract Documents

C. Coordinate submittals with requirements of the work and of the Contract Documents.

D. Notify the Engineer in writing at time of submission of any deviations in the submittals from requirements of the Contract Documents.

E. Do not fabricate products, or begin work for which submittals are specified, until such submittals have been produced and bear contractor's stamp. Do not fabricate products or begin work scheduled to have submittals reviewed until return of reviewed submittals with Engineer's acceptance.

F. Contractor's responsibility for errors and omissions in submittals is not relieved whether Engineer reviews submittals or not.

G. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved whether Engineer reviews submittals or not, unless Engineer gives written acceptance of the specific deviations identified by the Contractor on reviewed documents.

H. Submittals shall show sufficient data to indicate complete compliance with Contract Documents:
   1. Proper sizes and capacities
   2. That the item will fit in the available space in a manner that will allow proper service
   3. Construction methods, materials and finishes

I. Schedule submissions at least 15 days before date reviewed submittals will be needed by the Contractor for processing or for making corrections for re-submittal.

J. Contractor’s Stamp of Approval
   1. Contractor shall stamp and sign each document certifying to the review of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.
   2. Contractor's stamp of approval on any submittal shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each submittal with the requirements of the work and the Contract Documents.
   3. Do not deliver any submittals to the Engineer that do not bear the Contractor's stamp of approval and signature.
   4. Submittals delivered to the Engineer without Contractor's stamp of approval and signature will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

3.8 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Project or in the work of any other Contractor. Product and equipment related to site work or other trades which require extensive rough-in, foundations, or structural support shall be submitted as soon as possible after given notice to proceed with construction.

B. Number of submittals required:
   1. Shop Drawings and Coordination Drawings: Submit one electronic data file (pdf) and three opaque reproductions.
   2. Product Data: Submit the number of copies the contractor requires, plus those to be retained bythe Engineer, and/or electronic data (pdf) files.

C. Accompany submittals with transmittal letter, in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name, address and telephone number
   4. The number of each Shop Drawing, Project Datum and Sample submitted
   5. Other pertinent data

D. Submittals shall include:
   1. The date of submission
   2. The project title and number
   3. Contract Identification
   4. The names of:
      a. Contractor
      b. Subcontractor
      c. Supplier
      d. Manufacturer
   5. Identification of the product
   6. Field dimensions, clearly identified as such
   7. Relation to adjacent or critical features of the work or materials
   8. Applicable standards, such as ASTM or federal specifications numbers
   9. Identification of deviations from contract documents
   10. Suitable blank space for General Contractor and Engineer stamps
   11. Contractor's signed and dated Stamp of Approval

E. Coordinate submittals into logical groupings to facilitate interrelation of the several items.
   1. Finishes which involve Engineer selection of colors, textures or patterns
   2. Associated items requiring correlation for efficient function or for installation

3.9 RESUBMISSION REQUIREMENTS

A. Make resubmittals under procedures specified for initial submittals. Re-submittals shall be a complete submittal as if it were the initial submittal unless otherwise instructed in the review comments on the original submittal.
   1. Indicate that the document or sample is a resubmittal
   2. Identify changes made since previous submittals

B. Indicate any changes which have been made other than those requested by the Architect / Engineer.

END OF SECTION

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SECTION 26 05 19

CONDUCTORS AND CONNECTORS – 600 VOLT

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide electrical conductors, wire and connector work as shown, and specified.

B. Types: The types of conductors and connectors required for the project include the following:
1. 600V building conductors
2. 600V building conductor connectors

C. Application: The applications for conductors and connectors required on the project are as follows:
1. Power distribution circuitry
2. Lighting branch circuitry
3. Appliance, receptacle, and equipment branch circuitry
4. Motor branch circuitry
5. Control wiring
6. Line voltage

D. Refer to other specific specification sections for voice, video, data, alarm and instrumentation cables.

1.2 QUALITY ASSURANCE

A. UL Label: Conductors and connectors shall be UL labeled.

1.3 REFERENCES

A. Refer to other specific specification sections regarding specialized wiring and connections.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CONNECTORS

A. General: Except as indicated, provide conductors and connectors of manufacturer's standard materials, as indicated by published product information, designed and constructed as instructed by the manufacturer, and as required for the installation.

B. Conductors: Provide factory-fabricated conductors of the size, rating, material, and type as indicated for each use. Conductors shall be soft or annealed copper wires meeting, before stranding, the requirements of ASTM B 3, Standard Specification for Soft or Annealed Copper Wire for Electrical Purposes, latest edition.
1. Conductors for control wiring sized #14 AWG through #10 AWG shall be stranded.
2. Conductors for power and lighting shall be stranded. Stranding shall be Class B meeting the requirements of ASTM B 8, Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium Hard, or Soft.

C. Insulation for standard building conductors: Insulation shall meet or exceed the requirements of UL 83, Standard for Thermoplastic Insulated Wires.

1. All wiring inside lighting fixtures shall be temperature rated per NEC.
2. Insulation for copper conductors shall be UL Type THHN/THWN, 90 degrees C.

D. Cable Lubricant: Fire resistant, nonflammable, water based type for standard building conductors. Provide cable lubricants for fire rated cables as recommended by the cable manufacturer.

2.2 COLOR CODES FOR CONDUCTORS FOR BRANCH CIRCUITS AND FEEDERS

A. Color coding for conductors as required by NEC 210.5. Color coding for phase and voltage shall be as required by local codes and local standards. Where such standards do not exist, color coding shall be as follows:

Color Code Table	**USE CONTINUOUS COLOR CODED INSULATION THROUGHOUT**					
System/ Phase	**A**	**B**	**C**	**N**	**G**	**IG**
120/208 3 Ph	Black	Red	Blue	White	Green	Green/Yellow Stripe
120/240 3 Ph	Black	Orange	Blue	White	Green	Green/Yellow Stripe
120/240 1 Ph	Black	N/A	Blue			
277/480	Brown	Purple	Yellow	Gray	Green	Green/Yellow Stripe

Notes to Color Code Table:
1. 120/208, 120/240, and 277/480 Volt Systems shall be routed in separate raceways.
2. Switched legs of phase conductors for lighting and appliance branch circuits shall be of the same color as described above throughout the entire circuit.
3. Conductors shall be the same color from breaker to device or outlet.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install electrical conductors and connectors as shown, in accordance with the manufacturer's written instructions, the requirements of NEC, the NECA Standard of Installation, and industry practices.

B. Coordination: Coordinate conductor installation work with electrical raceway and equipment installation work, as necessary for interface.

C. Conductors:
1. Provide a grounded (neutral) conductor for each branch circuit. Do not share grounded (neutral) conductors.
2. No more than six phase conductors shall be installed in a single raceway. Any combination of phase conductors and grounded (neutral) conductors in any raceway shall not exceed nine.
3. When any combination of four or more phase and grounded (neutral) conductors are installed in a raceway, the minimum size for all conductors including equipment ground conductor shall be #10 AWG, and they shall be de-rated accordingly.

4. When more than four (4) conductors are size #10 AWG, they shall be installed in a one-inch conduit.
5. Pull conductors together when more than one is being installed in a raceway. Whenever possible, pull conductors into their respective conduits by hand. Use pulling lubricant when necessary.
6. Before any conductor is pulled into any conduit, thoroughly swab the conduit to remove foreign material and to permit the wire to be pulled into a clean, dry conduit.
7. Run feeders their entire length in continuous section without joints or splices.
8. No wire smaller than #12 AWG shall be permitted for any lighting or power circuit. No wire smaller than #14 AWG shall be used for any control circuit, unless shown otherwise.
9. Provide the same size wire form the panelboard to last outlet on circuit. For 15 and 20 amp branch circuits operating at 150V or less, provide #10 AWG wire when the first outlet is over 75-feet from the panelboard. For branch circuits operating at 150 to 600 volts, provide #10 AWG wire when the first outlet is over 150-feet from the panelboard.
10. Branch circuit voltage drop shall not exceed 3% of rated voltage.
11. No tap or splice shall be made in any conductor except in outlet boxes, pull boxes, junction boxes, splice boxes, or other accessible locations. Make taps and splices using an approved compression connector. Insulate taps and splices equal to the adjoining conductor. Make splices or taps only on conductors that are a component part of a single circuit, protected by approved methods. Taps or splices in feed through branch circuits for connection to light switches or receptacles shall be made by pigtail connection to the device.
12. Support conductors in vertical raceways, as required by the NEC.
13. Do not permit conductors entering or leaving a junction or pull box to deflect to create pressure on the conductor insulation.
14. Make joints in branch circuits only where circuits divide. These shall consist of one through circuit to which the branch from the circuit shall be spliced.
15. Make connections in conductors up to a maximum of one #6 AWG wire with two #8 AWG wires using twist-on pressure connectors of required size.
16. Make connections in conductors or combinations of conductors larger than specified using cable fittings of type and size required for specific duty.
17. After a splice is made, insulate entire assembly with UL-approved insulating tape to a value equivalent to the adjacent insulation.
18. Make splices and connections in control circuit conductors using UL-approved solderless crimp connectors.
19. All conduits shall be installed with an insulated grounding conductor per NEC 250.122. Where green conductor insulation is not available, the ground conductor shall be identified with green phasing tape at all accessible locations.
20. Neatly train and lace wiring inside boxes, equipment and panelboards. Provide tie-straps around conductors with their shared neutral conductor where there are more than two neutral conductors in a conduit.
21. Clean conductor surfaces before installing lugs and connectors.
22. Make splices, taps and terminations to carry full ampacity of conductors with no perceptible temperature rise.
23. Provide stranded conductors connected with pressure type connectors / compression fittings and terminal lugs UL listed for the type of conductor used (AL-CU) and correctly sized to the diameter of the bare conductors.
24. Run mains and feeders their entire length in continuous pieces without splices or joints.
25. Color code conductors.
26. Do not install a pull string in conduits containing conductors.
27. Conductors shall be the same color from load side of overcurrent protection device to outlet or utilization equipment.

28. Spare conductors shall not be installed in any conduit, gutter, raceway, panel or enclosure unless noted otherwise.

D. Identification: Label each phase conductor in each junction box with corresponding circuit number, using self-adhesive wire markers.

E. Splices and Joints:
1. In accordance with UL 486A, C, D, E, and NEC.
2. Aboveground Circuits (No. 10 AWG and smaller):
a. Connectors: Solderless, screw-on, reusable pressure cable type, rated 600 V, 220˚ F, with integral insulation, approved for copper and aluminum conductors.
b. The integral insulator shall have a skirt to completely cover the stripped wires.
c. The number, size, and combination of conductors, as listed on the manufacturers' packaging, shall be strictly followed.

F. Aboveground Circuits (No. 8 AWG and larger):
1. Connectors shall be indent, hex screw, or bolt clamp type of high conductivity and corrosion resistant material, listed for use with copper and aluminum conductors.
2. Provide field-installed compression connectors for cable sizes 250 kcmil and larger with not less than two clamping elements or compression indents per wire.
3. Insulate splices and joints with materials approved for the particular use, location, voltage, and temperature. Splice and joint insulation level shall be not less than the insulation level of the conductors being joined.
4. Plastic electrical insulating tape: Per ASTM D2304, flame-retardant, cold and weather resistant.

G. Underground Branch Circuits and Feeders:
1. Submersible connectors in accordance with UL 486D, rated 600 V, 190˚F, with integral insulation.

3.2 TESTING

A. Pre-Energization Check: Before energizing, check cable and conductors for circuit continuity and short circuits. Correct malfunctions.

END OF SECTION

SECTION 26 05 27

EXPANSION OF EXISTING ELECTRICAL GROUNDING SYSTEM

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Grounding shall conform to the requirements of:
   1. National Electrical Code
   2. Governing local codes
   3. Local Utility Company

B. Ground effectively and permanently.
   1. Verify existing neutral conductor bonding at the main service disconnect and at other new/relocated or reused separately derived systems.
   2. All new/relocated conduit or cable tray systems and busway
   3. All new/relocated electrical equipment and related current carrying supports or structures
   4. All new / relocated metal piping systems
   5. All new building structural metal frames

1.2 REFERENCE STANDARDS

A. ANSI/IEEE Standard 142 - "Recommended Practice for Grounding of Industrial and Commercial Power Systems."

B. ANSI/UL 467 - "Safety Standard for Grounding and Bonding Equipment."

C. Article 250 of the NEC (NFPA 70) for grounding.

D. NECA – Standard of Installation

E. NETA ATS – Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems

F. EIA / TIA 607

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Copperweld

B. Cadweld

C. Burndy

D. O.Z. Gedney

E. Crouse-Hinds

F. B-Line

2.2 GROUNDING ELECTRODES

A. Driven Rod Electrode
   1. 3/4" x 10'-0" copper clad grounding electrode, UL listed
   2. UL listed grounding electrode connector
   3. Approved thermal fusion methods (exothermic)

B. Metal Frame of Building

C. Existing grounding electrodesystem

2.3 DRIVEN ELECTRODE ACCESS BOX AND COVER

A. Tier 22 Hubbell Tier 22 CDR 20-inch round enclosure.

B. Provide Tier 22 bolt down traffic rated cover with "GROUND" embossed on top.

2.4 MATERIALS AND COMPONENTS

A. Reference other sections of this specifications for materials specified there.

B. Heavy-duty, copper, two bolt type, copper alloy or bronze compression lugs for grounding and bonding applications, in configurations required for particular installation.

PART 3 - EXECUTION

3.1 SYSTEMS 600 VOLTS OR LESS

A. In the existing service equipment, field verify existing condition of ground bus.
   1. Field verify existing bond of the ground bus to the existing service grounding conductor, to the neutral bar.
   2. Tighten existing ground lugs and connections.

B. Connect the grounding electrode conductor between the ground bus and the grounding electrode system.
   1. In rigid PVC conduit.
   2. Provide thermo fusion connection for each rod ground electrode.
      a. All rod electrodes shall be located outside the building in non-paved areas where available. Access cover top shall be flush with finish grade or floor.
      b. Install rod electrodes as indicated. Install additional rod electrodes as required to achieve specified resistance to ground.
      c. The minimum distance between driven ground rod electrodes shall be 10'.
   3. The total ground resistance shall not exceed 10 Ohms for service entrance grounds and 25 Ohms for equipment grounds.
      a. Where this condition cannot be obtained with one electrode, install a longer electrode, deep-driven sectional electrodes, or additional grounding electrodes until the required ground resistance is obtained.
      b. Refer to drawings for project specific ground resistance requirements.

C. Field verify the grounding electrode conductor between the ground bus and the grounding electrode systems are in compliance with the NEC.

D. Provide an insulated grounding conductor inside all new conduits, raceways, surface raceways and cables used for power distribution. The ground wire shall be bonded to

each box. All bonding jumpers shall be routed inside conduit or raceway.

E. Provide an insulated, isolated equipment grounding conductor in addition to the insulated equipment grounding conductor for all isolated grounding feeders, branch circuits, outlets and receptacles.

F. Provide all new/relocated conduits terminating in switchgear, transformers, switchboards, and panelboards with grounding bushings, where required and ground wire extended to ground bus in equipment.

G. Where modifications to the main service disconnect are required, main bus and building grounding electrode conductor installation shall be witnessed by the Engineer.

H. Interface with lightning protection system when lightning protection system is specified.

I. Locate and install anchors, fasteners, and supports in accordance with NECA “Standard of Installation”.

J. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

K. Do not use spring steel clips and clamps.

L. Do not use powder-actuated anchors.

M. Do not drill or cut structural members.

N. Do not use compression or mechanical connectors underground.

3.2 MISCELLANEOUS REQUIREMENTS

A. Continuity of the building equipment grounding system shall be maintained throughout the project. Grounding jumpers shall be inside conduit, fittings and boxes and shall be installed across conduit expansion fittings, liquid-tight flexible metal and flexible metal conduit, light fixture pigtails in excess of 6', and other non-electrically continuous raceway fittings.

B. Grounding conductors and grounding electrode conductor shall be stranded copper conductors and run in a suitable PVC raceway. Grounding conductors and grounding electrode conductor shall be continuous, without joints or splices over their entire length, except as allowed by NFPA 70/NEC.

C. For separately derived alternating current system grounds, bond the case and neutral of each transformer secondary winding directly to the nearest available effectively grounded structural metal member as required in NEC 250.

D. Ground new and removed/replaced lighting fixture bodies to the conduit grounding system.

E. Receptacles: Provide a ground wire bonded to the conduit ground system, except where and insulated isolated grounding receptacle is specified.

F. Motor Frames: Ground the frame of each motor with a properly sized separate ground wire around flexible conduit.

G. Provide grounding access well for each driven ground electrode, if used.
   1. Access well top shall be flush with finish grade.

2. Provide thermal fusion (exothermic) connectors approved for direct burial.

H. Ground all light poles and all exterior metal structures supporting conduit, switchgear, or light fixtures.

I. Exterior Electrical Equipment Racks:
1. Provide driven ground electrode for racks mounted remote from building structure.
2. Where mounted on roof, ground to be building structural steel.

J. Ground connections to building steel, grounding electrodes and all underground connections shall be by thermal fusion (exothermic).

3.3 COORDINATION

A. General: Coordinate installation of grounding connections for equipment with equipment installation work.

3.4 TESTING

A. Ground Resistance Test: Perform a ground resistance test for comparison to future inspection and testing data by the Owner. Test shall be performed using a Biddle Megger Earth Tester or equivalent test instrument. The test shall not be performed within 48 hours after the last rainfall.
1. Inspect and test in accordance with NETA ATS except Section 4
2. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13

B. The Root Mean Square (RMS) AC measurements: The True RMS AC Measure test should be performed for all bonding conductors. The recommended maximum AC current value on any bonding conductor should be less than 1 ampere (A). The recommended maximum DC current value should be less than 500 milliamperes (mA). If abnormally high AC current levels are present on any bonding conductor, a dangerous faulty wiring condition likely exists within the room.

C. Two-Point Bonding Measurements: The two-Point Bonding test shall be performed for all bonding conductors. This test should be performed using an earth grounding resistance tester configured for a continuity test. The test is performed by connecting the meter leads between the nearest available grounding electrode (e.g., structural steel) and the TMGB or TGB. The recommended maximum value for the bonding resistance between these two points is 0.1 ohms (100 milliohms).

D. Submittals: Furnish instruments and personnel required for tests. Personnel shall be trained in all aspects of testing grounding systems and shall be formally trained on using all test equipment required. Submit 2 copies of certified test results for Owner's record and submit 4 copies of certified test results to Engineer for review. Test reports shall include date and time of tests, relative humidity, temperature, and weather conditions.

END OF SECTION

SECTION 26 05 33

CONDUIT SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish and install a complete system of electrical conduits and fittings.

1.2 REFERENCE STANDARDS

A. National Electrical Code

B. Local codes and ordinances

C. UL

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Raceways:
1. Allied, International Metal Hose, Ipex, Heritage Plastics, Wheatland, Can-Tex, Carlon, Certain-Teed, Anamet, Inc., Electri-Flex Co., Western Tube and Conduit
2. PVC Coated RGC: Perma Cote, Calbond, – no exceptions
3. Stainless Steel: Calbrite, Gibson
4. Aluminum: American Conduit/Sapa, Wheatland, Cooper B-Line, Patriot Aluminum Products
5. Reinforced Thermosetting Resin Conduit (RTRC): FRE Composites, Champion Fiberglass

B. Fittings:
1. Appleton, Crouse Hinds, Topaz, Steel City, O.Z. Gedney, Carlon, Heritage Plastics, Raco, Ipex, International Metal Hose, Lew Electric Fittings Co.
2. PVC Coated: Perma-cote, Calbond, – no exceptions
3. Stainless Steel: Calbrite, Gibson, Crouse Hinds
4. Aluminum: American Conduit/Sapa, Wheatland, Cooper B-Line, Patriot Aluminum Products
5. Reinforced Thermosetting Resin Conduit (RTRC): FRE Composites, Champion Fiberglass

C. Condulets and Conduit Bodies:
1. Appleton, Form 85
2. PVC Coated: Perma-cote, Calbond, – no exceptions
3. Stainless Steel: Calbrite, Gibson, Crouse Hinds
4. Reinforced Thermosetting Resin Conduit (RTRC): FRE Composites, Champion Fiberglass

D. Steel MC Cable for light fixture whips:
1. AFC
2. Southwire
3. General Cable
4. Kaf-Tech

2.2 GENERAL

A. The minimum conduit size shall be ¾-inch unless indicated otherwise in Divisions 26, 27 or 28.
   1. Branch Circuits: Minimum conduit size for dedicated outlets shall be ¾-inch. Minimum conduit size from branch circuit panel to first outlet box of a multi-outlet branch circuit shall be 3/4-inch. Minimum conduit size from first outlet box to additional outlet boxes of a multi-outlet branch circuit where the conduit is installed above accessible ceilings or inside metal stud walls shall be ½-inch.
   2. Feeder Circuits: Minimum conduit size shall be ¾-inches.
   3. Technology, telecommunications, and low voltage systems: The minimum conduit size shall be ¾-inches unless noted or indicated otherwise.
   4. The minimum conduit size between buildings for technology, voice, data, fire alarm, video, security, surveillance, BMCS, and other telecommunications shall be 2-inch unless indicated otherwise.

C. The minimum conduit size for flexible metallic conduit for tap connections to individual light fixtures shall be ½ inch, or steel metal clad (MC) cable with insulated ground conductor maximum 10 feet.

D. Electrical nonmetallic tubing, flexible polyethylene or PVC tubing shall not be used on this project.

E. BX and AC cable shall not be used on this project.

F. PVC elbows shall not be used on this project.

G. Intermediate metal conduit (IMC) shall not be used on this project.

2.3 RIGID METAL CONDUIT

A. UL labeled, Schedule 40:
   1. Mild steel pipe, zinc coated inside and out
   2. Aluminum Alloy 6063, T-1 temper
   3. Threaded ends
   4. Insulated bushings

B. Fittings shall meet the same requirements as rigid metal conduits.
   1. UL labeled
   2. Threaded fittings

2.4 ELECTRICAL METALLIC TUBING (EMT)

A. UL labeled, standard weight:
   1. Cold rolled steel tubing, zinc coated inside and out
   2. Aluminum Alloy 6005, 6063. Temper T-1

B. Fittings shall meet the same requirements as EMT conduits.
   1. UL labeled
   2. Insulated throat connectors
   3. Steel fittings with setscrews with lock nuts on threaded ends, no snap locks
   4. Cast metal fittings are not approved
   5. Uni-couple type connectors are not approved
   6. Split ring, anti-short bushings are not approved

2.5 PVC COATED RIGID STEEL WITH URETHANE INTERIOR COATING

A. The PVC coated galvanized rigid conduit must be UL or ETL Listed. The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations must be UL or ETL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating must be UL or ETL listed. All conduit and fittings must be new, unused material. Applicable UL standards may include: UL 6 Standard for Safety, Rigid Metal Conduit, and UL514B Standard for Safety, Fittings for Conduit and Outlet Boxes.

B. The PVC coated galvanized rigid conduit must be ETL or UL Verified to the Intertek ETL SEMKO High Temperature H_2O PVC Coating Adhesion Test Procedure for 200 hours. The PVC coated galvanized rigid conduit must bear the ETL Verified PVC-001 or UL-DYJC label to signify compliance to the adhesion performance standard.

C. The conduit shall be hot dip galvanized inside and out with hot galvanized threads.

D. A PVC sleeve extending one pipe diameter or two inches, whichever is less, shall be formed at every female fitting opening except unions. The inside sleeve diameter shall be matched to the outside diameter of the conduit.

E. The PVC coating on the outside of conduit couplings shall have a series of longitudinal ribs 40 mils in thickness to protect the coating from tool damage during installation.

F. Form 8 Condulets, 1/2” through 2” diameters, shall have a tongue-in-groove gasket to effectively seal against the elements. The design shall be equipped with a positive placement feature to ease and assure proper installation. Certified results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be available.

G. Form 8 Condulets shall be supplied with plastic encapsulated stainless steel cover screws.

H. A urethane coating shall be uniformly and consistently applied to the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. Conduit or fittings having areas with thin or no coating shall be unacceptable.

I. The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above 30°F (-1°C).

J. All male threads on conduit, elbows and nipples shall be protected by application of a urethane coating.

K. All female threads on fittings or conduit couplings shall be protected by application of a urethane coating.

L. Independent certified test results shall be available to confirm coating adhesion under the following conditions
   1. Conduit and condulet exposure to 150°F (65°C) and 95% relative humidity with a minimum mean time to failure of 30 days. (ASTM D1151)
   2. The interior coating bond shall be confirmed using the Standard Method of Adhesion by Tape Test (ASTM D3359).
   3. No trace of the internal coating shall be visible on a white cloth following six wipes over the coating which has been wetted with acetone (ASTM D1308).

4. The exterior coating bond shall be confirmed using the methods described in Section 3.8, NEMA RN1. After these tests the physical properties of the exterior coating shall exceed the minimum requirements specified in Table 3.1, NEMA RN1.

M. Right angle beam clamps and U bolts shall be specially formed and sized to snugly fit the outside diameter of the coated conduit. All U bolts shall be provided with plastic encapsulated nuts that cover the exposed portions of the threads.

N. All fittings, clamps, straps, struts, and hardware used with PVC coated conduit shall be PVC coated or 316 stainless steel

2.6 RTRC CONDUIT FITTINGS AND CONDUIT BODIES

A. UL listed

B. Standard wall thickness sizes ¼-inch through 4-inch

C. Underground medium wall thickness sizes 5 and 6-inch

D. Conduit interface joints above grade, gasket joint below grade

E. Extra heavy wall for above ground and/or UL Class 1 Division 2 and Class 1 Zone 2 applications.

2.7 STEEL FLEXIBLE CONDUIT

A. Steel flexible metallic conduit:
1. Zinc coated inside and out
2. 18-inches minimum length, 24-inches maximum length

B. Steel flexible metallic conduit for tap connections to light fixtures where steel MC Cable fixture whips are not used:
1. 18 inches minimum length; 6 feet maximum length

C. Liquid tight flexible steel conduit
1. Type L.A. - Grounded - UL Approved
2. 18-inches minimum length, 24-inches maximum length

2.8 PVC CONDUIT

A. UL labeled Schedule 40 and Schedule 80

B. PVC fittings and solvent welded joints

C. Acceptable PVC condulet manufacturer: Ipex, Cantex

2.9 CONDULETS AND CONDUIT BODIES

A. UL Labeled

B. Form 85

C. PVC Coated: Form 8

D. LBC Condulets shall be used for size 2 inch and above.

E. LL and LR Condulets shall not be used for 2 inch and above

2.10 ROOF MOUNTED CONDUIT AND BOX SUPPORTS

A. Conduit supports and pads suitable for direct sunlight, conduit size, weight, quantity and roof system with unistrut supports and accessories. Conduit supports shall allow for conduit expansion and contraction.

B. Refer to roofing specifications for additional information. The limitations and restrictions contained in anyroofing specification shall prevail and supercede these specifications for roof mounted supports for conduits and boxes.

C. Approved Manufacturer:
1. Portable Pipe Hangers
2. Cooper B-Line C-Port
3. Miro Industries Models 2.5, 2.5-5, 2.5-AH, 12-AH, 16-AH

2.11 ALUMINUM CONDUIT

A. UL Labeled

B. Aluminum fittings shall meet the same requirements of aluminum conduits, compatible steel fittings.
1. UL Labeled for use with aluminum conduit.

2.12 STAINLESS STEEL CONDUIT

A. UL Labeled

B. Rigid Stainless Steel:
1. Type 304 Stainless Steel
2. Threaded ends
3. Insulated Bushings

C. EMT:
1. Type 304 Stainless Steel
2. Compression Fittings
3. Insulated Bushings

D. Fittings, elbows, nipples, strut, device box, clamps straps, etc.
1. Type 304 Stainless Steel

2.13 ELECTRICAL NON-METALLIC TUBING (ENT)

A. UL labeled Schedule 40

B. PVC fittings and solvent welded joints

C. Acceptable manufacture: Carlon

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install electrical conduits and fittings for all wiring of any type unless specifically specified

or instructed to do otherwise. Install conduits and fittings in accordance with local codes and applicable sections of the NECA “Standard of Installation”, concealed where possible.

1. Fasten conduit supports to building structure and surfaces; do not support to roof deck.
2. Arrange supports to prevent misalignment during wiring installation.
3. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
4. Do not attach conduit to ceiling support wires.
5. Arrange conduit to maintain head room and present neat appearance.
6. Maintain 13-inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
7. Cut conduit square using saw or pipe cutter; de-burr cut ends.
8. Bring conduit to shoulder of fittings; fasten securely.
9. Conduit penetrations to all individual motor controllers, VFDs, and motor control cabinets shall only be made at the bottom of the enclosure. For other equipment in damp and wet locations, provide listed conduit hubs to fasten conduit to sides or tops of electrical equipment enclosures, device box, gutter, wireway, disconnect, etc.
10. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
11. Ground and bond conduit as required.
12. Identify conduit as required.
13. Route all conduits above building slab perpendicular or parallel to building lines.
14. Do not use no-thread couplings and connectors for galvanized steel, PVC coated galvanized steel, or aluminum rigid conduit.

B. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.

C. In areas where raceway systems are exposed and acoustical or thermal insulating material is to be installed on walls, partitions, and ceilings, raceways shall be blocked out proper distance to allow insulating material to pass without cutting or fitting. Also provide Kindorf galvanized steel channels to serve as standoffs for panels, cabinets and gutters.

D. Securely fasten conduits, supports and boxes, to ceiling (not roof deck), walls, with Rawl Plugs or approved equal anchors. Use lead cinch anchors or pressed anchors. Use only cadmium plated or galvanized bolts, screws. Plastic anchors and lead anchors shall not be used for overhead applications.

E. Provide separate raceway systems for each of the following when specified, indicated or required:

1. 120/208 volt circuits
2. 277/480 volt circuits
3. Emergency
   a. Life safety branch
   b. Critical branch
   c. Equipment branch
4. Voice/Data
5. Sound reinforcement
6. Theatrical and Architectural Dimming Controls
7. MATV/CATV
8. Security CCTV
9. Security System
10. Communications / PA Systems / Sound System Line Input and Speakers
11. Fire Alarm

12. Lighting and Building Management Control Systems

F. Unless shown otherwise, do not install conduit in or below concrete building slabs.

G. Unless shown otherwise, do not install conduit horizontally in concrete slabs.

H. Roof penetrations shall be made in adequate time to allow the roofing installer to make proper flashing. Conduit for equipment mounted on roof curbs shall be routed through the roof curb. Conduit, gutters, pull boxes, junction boxes, etc. shall not be routed on roof unless specified otherwise. Where specifically indicated to be routed or mounted on the roof, supports shall be as specified, as recommended by roofing manufacturer and roof support manufacturer and as required by NEC. Place supports every five feet along conduit run and within 3 feet of all bends, condulets, and junction boxes. Provide roofing pad under stands at directed by Architect and as recommended by roofing manufacturer and roof support manufacturer. Provide additional unistrut supports and accessories as required.

I. PVC coated conduit shall have all nicks and cuts to the protective coating repaired using manufacturer's approved touch-up material as recommended by manufacturer. Provide a minimum of two-wraps of 3M-50 type tape over touch-up.

J. Installation of the PVC Coated Conduit System shall be performed in accordance with the Manufacturer's Installation Manual. To assure correct installation, the installer shall be certified by Manufacturer to install coated conduit. Submit copies of training certification with submittal. Contractor shall coordinate installation with manufacturer's representative for field training and observation of installed PVC coated rigid galvanized conduit and fittings. Manufacturer's representative shall certify the installation is in accordance with manufacturer's installation instructions. Submit copies of installation certification prior to cover-up of underground installation.

K. All conduit terminations at locations including but not limited to, switchgear, pull boxes, outlet boxes, stub-up, and stub-outs:
1. Provide insulated throat connectors for EMT conduits.
2. Provide insulated bushing on all rigid conduit terminations.
3. Provide locknuts inside and outside of all boxes and enclosures.
4. Provide threaded type plastic bushing at all boxes and enclosures

L. In suspended ceilings, support conduit runs from the structure, not the ceiling system construction.
1. Do not support from structural bridging.
2. Do not support from metal roof deck.

M. Completely install each conduit run prior to pulling conductors. All boxes are to be accessible after completion of construction.

N. All conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Cap or plug conduit ends prior to concrete pours.

O. Ream ends of conduits after cutting and application of cutting die to remove rough edges.

P. Install all above concrete slab conduits perpendicular or parallel to building lines in the most direct, neat and workmanlike manner.
1. Hold horizontal and vertical conduits as close as possible to walls, ceilings and other elements of the building construction. Conduits shall be kept a minimum of 6 inches clear of roof deck / insulation, and 2 inches clear of above floor deck / insulation.

2. Install conduits to conserve building space and not obstruct equipment service space or interfere with use of space. Conduit shall not be routed on floors, paved areas or grade.
3. Where a piece of equipment is wired from a switch or box on adjacent wall, the wiring shall go up the wall from the box, across at or near the ceiling, and back down to the equipment. Wiring shall not block the walkway between wall and equipment.
4. Horizontal runs of conduit on exposed walls shall be kept to a minimum.
5. Conduit for mechanical / plumbing equipment installed outdoors shall be routed with the associated mechanical / plumbing pipe support rack system where practical, coordinate with Divisions 22 and 23.
6. Conduits installed in public areas, not concealed by architectural ceilings, shall be supported by galvanized steel channel racks to bottom of roof deck or floor deck. Conduits shall be grouped for neat workman-like appearance.

Q. Install expansion and deflection fittings and bonding jumpers on straight runs which exceed 200-feet, on center, and at 200-feet maximum, on center, on straight runs which exceed 400-feet, and where conduits cross building expansion joints.

R. Provide grounding bushings at concentric/eccentric knockouts or where reducing washers are used.

S. Run conduit to avoid proximity to heat producing equipment, piping, and flues, keeping a minimum of 13-inches clear.

T. Install conduit as a complete system, without conductors, continuous from outlet to outlet and from fitting to fitting. Make up threaded joints of conduit carefully in a manner to ensure a tight joint. Fasten the entire conduit system into position. A run of conduit between outlet and outlet, between fitting and fitting, or between outlet and fitting shall not contain more than the equivalent of four quarter bends, including those bends located immediately at the outlet or fitting.

U. Conceal conduit systems in finished areas. Conduit may be exposed in mechanical and electrical rooms, and where otherwise shown or indicated only. Run the conduit parallel and perpendicular to the structural features of the building and support with malleable iron conduit clamps at intervals as required by NEC or on conduit racks, neatly racked and bent in a smooth radius at corners.

V. Conduit bends shall be factory elbows or shall be bent using equipment specifically designed to bend conduit of the type used to maintain the conduit's UL listing. Conduit hanger spacing shall be 10 feet or less and as required by the NEC for all conduit. Beam clamp attachments to steel joist chords is prohibited. Beam clamps may only be used at beams, no exceptions. Connections to joists shall be made with galvanized channel extended between joist chords or with galvanized channel bearing on the vertical legs of joist chord angles.

W. Support conduit on galvanized channel, using compatible galvanized fittings (bolts, beam clamps, and similar items), and galvanized threaded rod pendants at each end of channel and secure raceway to channel and channel to structure. Where rod pendants are not used, channel supports are to be secured to structure at each end. Conduit supports are to be secured to structure using washers, lock washers, nuts and bolts or rod pendants; use of toggle bolt "wings" are not acceptable. Support single conduit runs using a properly sized galvanized conduit hanger with galvanized closure bolt and nut and threaded rod. Raceway support system materials shall be galvanized and manufactured by Kindorf, Unistrut, Superstrut, Caddy, or Spring Steel Fasteners, Inc. Provide chrome or nickel-plated escutcheon plates on conduit passing through walls and ceilings in

finished areas. Do not support conduit from other conduit, structural bridging or fire rated ceiling system. Do not support more than one conduit from a single all-thread rod support. Provide electrical insulating sleeve or wrapping for aluminum conduit supported by zinc coated supports or fasteners. Channel supports shall have cut ends filed smooth. When installed outside of the building, or in areas subject to moisture, the cut ends shall be painted with ZRC galvanized paint or equivalent.

X. Flexible conduit or steel MC cable used for lighting fixture connection shall be supported from the structure with #13 AWG galvanized iron wire pendants and Caddy clips. Do not support conduit from structural bridging. Flexible conduit shall not be longer than 10- feet and shall contain an equipment grounding conductor. Flexible conduit shall be kept a minimum of 2 inches clear of roof deck.

Y. Terminate all motor connection conduits in mechanical room spaces with a floor pedestal and with “Tee” conduit at motor outlet height for flexible conduit.

Z. Where conduit is not embedded in concrete or masonry, conduit shall be firmly secured by approved clamps, half-straps or hangers. Tie wire and short pieces of conduit used as supports and or hangers are not approved.

AA. Where “LB” condulets are used, 2-inches and larger shall be type “LBD”.

BB. No more than 12 conduits containing branch circuits may be installed in junction boxes, pull boxes or gutters.

CC. Flexible metal conduit and liquid tight flexible metal conduit shall only be used for final connections from junction box to equipment, light fixtures, power poles, etc. They are not to be used in lieu of conduit runs. They shall not be used for wall or roof penetrations unless they are installed in a PVC coated RGC conduit sleeve at least one size larger than the OD of the flexible conduit.

DD. Where 3-1/2-inch conduit is specified and the required or specified material is Schedule 80 PVC, provide 4-inch conduit.

EE. “Daisy Chaining” light fixtures installed for lay-in ceiling areas is not allowed. Each light fixture shall have its own fixture whip from junction box. The only exception being light fixtures installed end to end using chase nipples between them, or light fixtures recessed in non-accessible ceilings.

FF. In above ceiling applications, do not install raceways, junction boxes, gutters, disconnects, etc. within 36 inches directly in front of HVAC control boxes or other equipment requiring access from a point starting from the top of control box / equipment down to ceiling.

GG. Do not install conduit, junction boxes, etc. within 18 inches of outside edges of roof access openings.

HH. Install minimum size 2 inch nipple, at least one, between multi-sectional panels for branch circuit independent of feeder conductors.

3.2 CONDUITS

A. Conduit above grade indoors:
   1. Concealed Conduits: EMT with set screw fittings
   2. Exposed conduits:
      a. Below nine feet AFF where not directly attached and against building

walls, ceiling, or structure: Rigid metal conduit or x-wall RTRC.

b. Where subject to physical damage: Rigid metal conduit or x-wall RTRC.

c. Wet locations: PVC coated galvanized rigid steel or aluminum conduit

d. Damp Locations: Aluminum rigid conduit or x-wall RTRC.

e. Exposed conduits in mechanical rooms or electrical rooms shall be rigid galvanized steel or x-wall RTRC when installed below 18-inches above finished floor.

B. Conduit installed above grade outdoors:

1. Galvanized rigid steel or x-wall RTRC for conduits up utility poles and where subject to physical damage or where located less than four feet above finished floor.

2. Aluminum or x-wall RTRC where not subject to physical damage and where located four feet above finished floor.

C. Conduit where indicated underground:

1. PVC Coated Galvanized rigid steel or RTRC conduit elbows and PVC, RTRC, or PVC coated galvanized steel straight run conduits.

a. PVC conduit and fittings shall be used only for straight horizontal runs and for vertical risers at site lighting pole bases. Bending straight sections of PVC conduit to less than 25-foot radius or the use of PVC factory bends is not allowed.

b. Change in direction of conduit runs, either vertical or horizontal, shall be with RTRC or PVC coated galvanized steel elbows or long sweep bends of straight PVC conduit sections. Long sweep bends of straight PVC 20-foot sections shall have a minimum radius of curvature of 25 feet and a maximum arc of 22.5degrees. Multiple long sweep bends of straight PVC sections shall be separated by a minimum of 20-feet of straight, linear, PVC sections.

c. Provide RTRC or PVC coated rigid galvanized steel conduit elbows and fittings with urethane interior coating at all changes in direction with radius of less than 25-feet and at all vertical runs to 18 inches above finished floor elevation. For interior slab penetrations, provide continuous RTRC or PVC coated rigid galvanized steel conduit and fittings with urethane interior coating from change in direction to 18 inches above finished floor elevation, except where stubbed-up under and inside equipment or switchgear where conduit shall be terminated at minimum two inches above concrete housekeeping pad.

d. Elbows for underground electrical service entrance, feeders, transformer primary / secondary, telecommunication, and low voltage conduits shall be RTRC or PVC coated rigid galvanized steel with long radius as follows:

1) Up to 1-inch conduit, minimum 12-inch radius.

2) 1.5-inch conduit, minimum 18-inch radius.

3) 2-inch conduit, minimum 24-inch radius.

4) 2.5-inch conduit, minimum 30-inch radius.

5) 3-inch conduit, minimum 36-inch radius.

6) 3.5 to 6-inch conduit, minimum 48-inch radius.

e. Conduit for all floor boxes shall be routed below building slab from floor box to nearest column, wall, or as indicated.

f. Conduits shall not be routed horizontally in building slab, grade beams or pavement.

2. Encase all underground conduits in concrete.

a. Concrete shall be tinted red throughout with a ratio of 10 pounds of dye per yard of concrete unless prohibited by utility for utility conduits. Concrete encasement for utility installed conductors shall be as specified

by the utility and comply with their standards and specifications. Where utility does not require but allows concrete encasement of conduits, provide concrete encasement as specified herein.

b. Provide minimum 3-inch concrete encasement around conduits.
c. Provide conduit spacers for parallel branch/feeder conduits.
d. When prior written approval from Owner and Architect to omit concrete encasement of conduits below building slab is given, conduits either specified or approved in writing to be routed under building slab without concrete encasement for electrical branch circuits or voice / data / video / communications horizontal drops or outlets shall be installed 18 inches below finished floor and on select fill. All other conduits, including but not limited to electrical feeders, voice / data / video / communications vertical, riser, tie, trunk, or service cable conduits shall be installed 48-inches below finished floor and on select fill.
e. Use suitable manufactured separators and chairs installed 4 feet on centers. Securely anchor conduit at each chair to prevent movement during backfill placement.

3. Provide two “caution” plastic tapes at 6-inches and 18-inches below finished slab, grade, or pavement; identify as specified in Section 26 05 00.
4. Conduits located outside building, provide magnetic locator tape at top of first compacted layer of backfill or concrete.
5. During construction, partially completed underground conduits shall be protected from the entrance of debris such as mud, sand, and dirt by means of conduit plugs. As each section of the underground conduit is completed, a testing mandrel with diameter ¼-inch smaller than the conduit, shall be drawn through each conduit. A brush with stiff bristles shall be drawn through until conduit is clear of particles of earth, sand, or gravel. Conduit plugs shall then be installed.
6. Concrete shall be Portland Cement conforming to ASTM-C-150, Type 1, Type III or Type V if specified. Cement content shall be sufficient to product minimum strength of 2,500 PSI.
7. Contractor shall stake out routing and location of underground conduits using actual field measurements. He shall obtain approval of the Owner and Architect before beginning trenching, horizontal drilling, and excavation.
8. Verify location and routing of all new and existing underground utilities with the Owner and Architect on the job site. Stake out these existing utilities so that they will not be damaged. Stake out new utilities to provide coordination with other trades and with new and existing utilities, easements, property lines, restricted land use areas, and right-of-ways. Verify existing public utilities with Call 811.

D. Conduits that penetrate concrete slab, or within 100 feet of cooling towers, or at designated corrosive locations.
1. RTRC
2. PVC coated galvanized rigid steel

E. Connections to equipment mounted on roof, rotating equipment, transformers, and kitchen or food processing equipment, or where flexible conduit is required outdoors.
1. Liquid tight flexible metal conduit (1/2 inch may be used for roof top supply / exhaust fans only)
2. Liquid tight flexible metal conduit for 24-inch maximum length

F. Light fixture whips:
1. ½-inch flexible conduit or Steel MC Cable with insulated ground conductor
2. Length not to exceed 6-feet 0-inches
3. Dedicated insulated ground wire inside conduit

4. Light fixture whips shall not be supported from the ceiling suspension system. Provide support from structure with Caddy clips. Light fixture whips shall not rest on ceiling grid or tile.

3.3 CONDUIT PENETRATIONS, SLEEVES AND ESCUTCHEONS

A. Furnish sleeves for placing in construction for all conduit passing through concrete or masonry walls, partitions, beams, all floors other than grade level, and roofs. A conduit sleeve shall be one size larger than the size of conduit, which it serves except where larger sizes are required for manufactured water, fire, or smoke stop fittings.
   1. Sleeves set in concrete floor construction shall be minimum Schedule 40 galvanized steel.
   2. Sleeves shall extend 3-inches above the finished floor.

B. Sleeves in concrete or masonry walls shall be RTRC or Schedule 40 galvanized steel. Sleeves shall be set flush with finished wall.

C. Install manufactured UL listed water, fire, and smoke stop fittings, or caulk around conduit or cables in sleeves with sufficient UL listed fire safe insulation or foam to maintain wall or floor slab fire or smoke rating. Refer to Architecture drawings for locations of rated walls.

D. Provide Linkseal Mechanical Seals around conduit penetrations through walls below grade. Provide a pull box to install a water stop inside wall penetration. Internally seal low voltage cabling conduit penetrations with waterproof caulking.

E. Sleeves penetrating walls below grade shall be Schedule 40 black steel pipe with ¼-inch thick steel plate secured to the pipe with continuous fillet weld. The plate shall be located in the middle of the wall and shall be 2-inches wider all around than the sleeve that it encircles. The sleeve should extend a minimum of 24-inches on either side of the penetration. The entire assembly shall be hot-dipped galvanized after fabrication. Do not sleeve or penetrate grade beams.

F. Conduit passing through the housing on connected equipment shall pass through a cleanly cut hole protected with a threaded steel bushing. Route conduit through roof openings, for piping and ductwork or through suitable roof jack, with pitch pocket. Coordinate location with roofing installation as required.

G. Conduit passing through fire rated wall shall be sealed with Fire Stop. Route conduit to preserve fire resistance rating of partitions and other elements, using materials and methods under the provisions of Division 7.

3.4 POWER DISTRIBUTION UNDERGROUND FEEDER CONDUIT AND UNDERGROUND SERVICE ENTRANCE CONDUIT

A. Power underground feeder and service entrance shall be of individual conduit encased in concrete. Unless shown otherwise, the type of conduit used shall not be mixed in any one underground conduit and shall be the size indicated on the drawings. The concrete encasement surrounding the underground conduit shall be rectangular in cross-section, having a minimum concrete thickness of 3-inches, except that conduit for 120V and above shall be separated from control and signal conduits by a minimum concrete thickness of 3-inches. Encasement concrete shall be tinted in red.

B. During construction, partially completed underground conduits shall be protected from the entrance of debris such as mud, sand, and dirt by means of conduit plugs. As each section of the underground conduit is completed, a testing mandrel shall be drawn through until each conduit is clear of particles of earth, sand, or gravel. Conduit plugs

shall then be installed.

C. Furnish the exact dimensions and location of power underground conduit to be encased in time to prevent delay in the concrete work.

D. Conduit for service entrance underground conduits shall be as indicated on the drawings.

E. Primary power underground conduit shall be installed in accordance with utility company standards and the utility company specifications for this project.

3.5 TELECOMMUNICATIONS, LOW VOLTAGE AND EMPTY CONDUIT SYSTEM RACEWAYS

A. Conduit shall be installed in accordance with the specified requirements for conduit and with the additional requirements that no length of run shall exceed 100-feet for 1 inch or smaller trade sizes, and shall not contain more than two 90-degree bends or the equivalent. Pull or junction boxes shall be installed to comply with these requirements. Provide plastic bushings at all conduit terminations. Provide a grounding bushing on each data and voice conduit.

B. Conduits shall be installed from outlet box to above an accessible ceiling. All cables routed through open spaces (no-ceiling below roof deck or above floor deck) shall be routed in conduit. Telecommunications systems, CATV, CCTV, fire alarm and BMCS cables can be installed above accessible ceilings without conduit. Cables installed above accessible ceiling shall be plenum rated. Conduit rough in of these cables shall include a 90-degree turn-out to an accessible location with insulated bushings on the end of the conduit.
   1. Provide conduit from each telecommunications outlet box to accessible ceiling plenum.
   2. Provide conduit from each security / surveillance device outlet box to accessible ceiling plenum.
   3. Provide two conduits for each multi-media outlet box and each outlet box indicated to contain more than four data, audio, or video drops to accessible ceiling plenum.
   4. Provide the following minimum conduits for telecommunications and multi-media wall, floor, and ceiling mounted outlet boxes. Use the largest diameter conduit indicated below unless instructed otherwise in writing from the Architect:
      a. Non-masonry outlet box: Two 1-inch conduits.
      b. Masonry outlet box: Two 1-inch conduits, or three 3/4-inch conduits.
      c. Where indicated differently on plans or where conflicts arise, notify the Engineer prior to installation.

C. All conduit in which cable is to be installed by others shall have pull string installed. The nylon pull string shall have not less than 200 lb. tensile strength. Not less than 12-inches of slack shall be left at each end. Provide blank cover plate before substantial completion if box is for a future installation after substantial completion of the project. Conduit shall extend to a minimum six inches above nearest accessible ceiling, and be turned horizontally with plastic bushing at terminations.

3.6 IDENTIFICATION

A. Conduit Systems: Provide adequate marking of conduit larger than one inch exposed or concealed in interior accessible spaces to distinguish each run as either a power (120/208V or 277/480V) or signal / telecommunication conduit (Fire Alarm, BAS, BMCS, Security, CCTV, Access Control, Intrusion Detection, Telecom, etc.). Except as otherwise indicated, use orange banding with black lettering. Provide self-adhesive or snap-on type plastic markers. Locate markers at ends of conduit runs, near switches and other control

devices, near items of equipment served by the conductors, at points where conduit passes through walls or floors or enters non-accessible construction, and at spacing of not more than 50-feet along each run of exposed conduit. Switch-leg conduit and short branches for power connections need not be marked, except where conduit is larger than 1-inch.

END OF SECTION

SECTION 26 05 35

ELECTRICAL CONNECTIONS FOR EQUIPMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Electrical connections as required and scheduled, and as specified.

1.2 RELATED WORK

A. Refer to other Divisions for specific individual equipment electrical requirements.

1.3 QUALITY ASSURANCE

A. UL Label: Products shall be UL listed to the extent possible.

PART 2 - PRODUCTS

2.1 MATERIALS AND COMPONENTS

A. General: For each electrical connection indicated, provide a complete assembly including, but not limited to, pressure connectors, terminals (lugs), electrical insulating tape, heat-shrinkable insulating tubing, cable ties, solderless wire nuts, and other items and accessories needed to complete splices and terminations.

B. Raceways: Refer to related sections.

C. Conductors and Connectors: Refer to related section. Conductors at equipment terminations shall be copper.

D. Terminals: Provide electrical terminals as indicated by the terminal manufacturer for the application.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL CONNECTIONS

A. General: Install electrical connections as shown, in accordance with applicable portions of the NECA Standard of Installation, and industry practices.

B. Conductors: Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer's written instructions and wiring diagrams. Where possible, match conductors of the electrical connection for interface between the electrical supply and the installed equipment.

C. Splice Insulation: Cover splices with electrical insulation equivalent to, or of a higher rating than, insulation on the conductors being spliced.

D. Appearance: Prepare conductors by cutting and stripping covering, jacket, and insulation to ensure a uniform and neat appearance where cables and wires are terminated.

E. Routing: Trim cables and wires to be as short as practical. Arrange routing to facilitate inspection, testing, and maintenance.

F. Motor Connections: Where possible, terminate conduit in conduit boxes at motors. Where motors are not provided with conduit boxes, terminate the conduit in a suitable condulet, and make motor connections. Conduit passing through the housing on connected equipment shall pass through a cleanly cut hole protected with an approved grommet. For motors 10 HP and larger, at the motor connection do not use wire nuts. Provide copper alloy split bolt connectors or compression lugs and bolts. Insulate connection with Scotch Super 88 vinyl electrical tape over rubber tape, or Tyco Gelcap Motor Connection Kit.

G. Coordination: Coordinate installation of electrical connections for equipmentwith equipment installation work.

H. Identification: Refer to Electrical General Provisions for identification of electrical power supply conductor terminations with markers approved as to type, color, letter and marker size by the Architect. Fasten markers at each termination point, as close as possible to each connecting point.

I. Equipment and Furnishings: Refer to other Divisions. Coordinate power and control provisions shown for equipment and furnishings with the provisions required for the furnished equipment and furnishings.Where the power and control requirements are less than or equal to those specified, modifications to power and control provisions shall be made at no cost as a part of coordination. Where power and control requirements are in excess of those shown, notify the Architect in writing of the requirements.

END OF SECTION

SECTION 26 05 37

ELECTRICAL BOXES AND FITTINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide electrical box and fitting work as required, scheduled, indicated, and specified.

1.2 QUALITY ASSURANCE

A. UL Label: Electrical boxes and fittings shall be UL listed.

PART 2 - PRODUCTS

2.1 FABRICATED MATERIALS

A. Interior Outlet Boxes: Provide galvanized steel interior outlet wiring boxes, of the type, shape, and size, including depth of box, to suit respective locations and installation. Construct with stamped knockouts in back and sides. Provide gang boxes where devices are shown grouped. Single box design; sectional boxes are not acceptable, except for wall mounted electronic displays.
   1. Type of Various Locations:
      a. Wall mounted interactive media boards, video displays, televisions, electronic signage and similar installations; recessed wall mounted box for power and/or multi-media (low voltage) outlets: Arlington Industries #TVBS 613, 4-gang steel box with white trim plate.
      b. Technology, data, voice, video and multi-media outlet boxes at locations other than wall mounted interactive media boards, video displays, televisions, electronic signage and similar installations: minimum 4-inch square (2-gang), 3-inch deep interior outlet boxes. Raco #260H large capacity box with ½ through 2-inch knockouts.
      c. Security, access control, and video surveillance outlet boxes: single gang, 3-inch deep outlet boxes mounted long axis vertically.
      d. All other applications: minimum 4-inch square (2-gang) 2-1/8-inch deep boxes.
      e. Masonry Walls: Galvanized switch boxes made especially for masonry installations; depths of boxes must be coordinated for each installation.
      f. Surface: Type FS or FD box with surface cover.
      g. Corrosive locations or natatorium areas: 316 stainless steel construction suitable for the installation.
      h. Hazardous (Classified) Locations: Explosion proof boxes, seals and fittings.
      i. Special: Where above types are not suitable, boxes as required, taking into account space available, appearance, and Code requirements
   2. Interior Outlet Box Accessories: Outlet box accessories required as for installation, including covers or wall device plates, mounting brackets, wallboard hangers, extension rings, plaster rings for boxes in plaster construction, fixture studs, cable clamps and metal straps for supporting outlet boxes. Accessories shall be compatible with outlet boxes used and meet requirements of individual wiring.

B. Damp Location Outlet and Damp or Wet Location Switch Boxes: Deep type, hot dipped galvanized cast-metal weatherproof outlet wiring boxes, of type, shape, and size required. Include depth of box, threaded conduit ends, and stainless steel cover plate

with spring-hinged waterproof caps suitable for application. Include faceplate gasket and corrosion-resistant, tamper / vandal proof fasteners.

C. Wet Location Outlet Boxes: Hot dipped galvanized cast-iron weatherproof outlet wiring boxes, of type, shape, and size required. Include depth of box, threaded conduit ends.

D. Junction and Pull Boxes: Galvanized sheet steel junction and pull boxes, with screw-on covers, of type, shape, and size, to suit respective location and installation.
   1. Type for Various Locations:
      a. Minimum Size: 4-inch square, 2-1/8-inches deep.
      b. 150 Cubic Inches in Volume or Larger: Code gauge steel with sides formed and welded, screw covers unless shown or required to have hinged doors. All boxes mounted above ceiling shall have screw covers. Boxes in all other areas with covers larger than 12-inches shall have hinged with screw covers. Knockouts factory stamped or formed in field with a cutting tool to provide a clean symmetrically cut hole.
      c. Exterior or Wet Areas: 304 stainless steel NEMA 4X construction with gaskets and corrosion-resistant fasteners

E. Conduit Bodies: Provide galvanized cast-metal conduit bodies, of type, shape, and size, to suit location and installation. Construct with threaded conduit ends, removable cover, and corrosion-resistant screws.

F. Bushings, Knockout Closures, and Locknuts: Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts, and insulated conduit bushings of type and size to suit use and installation.

G. Outlet boxes in fire rated walls: Provide 2-hour rated gasket within box and below cover, equal to Rectorseal Metacaulk box guard and cover guard.

PART 3 - EXECUTION

3.1 INSTALLATION OF BOXES AND FITTINGS

A. Install electrical boxes and fittings as shown and as required, in compliance with NEC requirements, in accordance with the manufacturer's written instructions, in accordance with industry practices.

B. Provide recessed device boxes for wall mounted interactive media boards, video displays, televisions, electronic signage and similar installations.

C. Provide minimum 4-inch square (2-gang), 3-inch deep interior outlet boxes for technology, data, voice, video, and multi-media outlet boxes at locations other than wall mounted interactive boards, video or visual displays. Provide single gang only, 3-inch deep outlet boxes mounted long axis vertically for security, access control, and video surveillance, coordinate with security equipment installation. Provide minimum 4-inch square (2-gang) 2-1/8-inch deep boxes for all other applications. Where indicated differently on plans or where conflicts arise, notify the Engineer prior to installation. Box extenders or plaster rings shall not be used to increase size. Provide increased box size as required.

D. Junction and pull boxes, condulets, gutters, located above grid ceilings shall be mounted within 18-inches of ceiling grid. Junction and pull boxes above grid ceilings shall be mounted in the same room served. Junction boxes and pull boxes required for areas with inaccessible ceilings shall be located above the nearest accessible ceiling area. All junction box or pull box openings shall be side or bottom accessible. Removal of light

fixtures, mechanical equipment or other devices shall not be required to access boxes. Outlet boxes above ceiling for low voltage terminations shall face towards the floor.

E. Use outlet and switch boxes for junctions on concealed conduit systems except in utility areas where exposed junction or pull boxes can be used.

F. Determine from the drawings and by measurement the location of each outlet. Locate electrical boxes to accommodate millwork, fixtures, marker boards, and other room equipment at no additional cost to the Owner. The outlet locations shall be modified from those shown to accommodate changes in door swing or to clear interferences that arise from construction as well as modifying them to center in rooms. The modifications shall be made with no cost as part of coordination. Check the conditions throughout the job and notify the Architect of discrepancies. Verify modifications before proceeding with installation. Set wall boxes in advance of wall construction, blocked in place and secured. Set all wall boxes flush with the finish and install extension rings as required extending boxes to the finished surfaces of special furring or wall finishes. Provide wall box support legs attached to stud to prevent movement of box in wall.

G. Unless noted or directed otherwise at installation, place outlet boxes as indicated on architectural elevations and as required by local codes.

H. Outlets above counters, mount long axis horizontally. Refer to architectural elevations and coordinate to clear backsplash and millwork.

I. Provide pull boxes, junction boxes, wiring troughs, and cabinets where necessary for installation of electrical systems. Surface mounted boxes below 9 feet and accessible to the public shall not have stamped knockouts.

J. Provide weatherproof boxes for interior and exterior locations exposed to weather or moisture.

K. Provide knockout closures to cap unused knockout holes in boxes.

L. Locate boxes and conduit bodies to ensure access to electrical wiring. Provide minimum 12-inch clearance in front of box or conduit body access.

M. Secure boxes to the substrate where they are mounted, or embed boxes in concrete or masonry.

N. Boxes for any conduit system shall not be secured to the ceiling system, HVAC ductwork or piping system.

O. Provide junction and pull boxes for feeders and branch circuits where shown and where required by NEC, regardless of whether or not boxes are shown.

P. Coordinate locations of boxes in fire rated partitions and slabs to not affect the fire rating of the partition or slab. Notify the Architect in writing where modification or construction is required to maintain the partition or slab fire rating.

Q. Exterior boxes installed within 50-feet of cooling towers or water treatment areas shall be of 304 stainless steel, weatherproof NEMA 4X construction.

R. Identification: Paint the exterior and cover plates of building interior junction boxes and pull boxes located above accessible ceilings or non-finished areas to correspond to the following colors:

1. Orange: - 480/277 VAC systems

2. Light Blue: - 240 VAC three phase delta systems.
3. Red – All Emergency circuits, regardless of load, and fire alarm system.
4. Light Green - 120/208 VAC 3 phase and 120/240 VAC single-phase systems
5. Yellow – Building Management and Control System - BMCS
6. White - Security and Surveillance equipment circuits

S. All box covers shall be labeled with Panel ID and circuit numbers of all circuits available in box using permanent black marker. Boxes containing main feeders are to list where fed from and load (example “MSB to Panel HA”). Information listed is to be legible, markovers are not acceptable. Multi-sectional panel numbers are not to be listed on covers (example “LA2” referring to Panel LA sec. 2 is to be listed as “LA”). Label covers for special applications explaining contents (example “Emerg. Gen. Annunciator controls”, “IDF ground”). Do not attach box covers that have both sides painted or labeled differently. In public areas where boxes are painted same color as room per architect, label inside covers. Boxes that are not used shall be labeled as not used and include panel ID. Example “Not Used Panel LA”. Unused raceways not in sight of panel shall be terminated in a box and labeled not used and include panel identification.

T. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

U. Use flush mounting outlet box in finished areas unless specifically indicated as being used with exposed conduit.

V. Locate flush-mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

W. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches with stud separation. Provide minimum 24 inches with separation in acoustic rated walls.

X. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness. Provide UL listed materials to support boxes in walls to prevent movement. Ensure box cannot be pushed inside wall.

Y. Use stamped steel bridges to fasten flush mounting outlet box between studs.

Z. Install flush mounting box without damaging vapor barriers, wall insulation or reducing its effectiveness.

AA. Use adjustable steel channel fasteners for hung ceiling outlet box.

BB. Do not fasten boxes to ceiling support wires.

CC. Support systems are to hang vertically straight down. All-thread supports, when used, are not to be installed at an angle or bent.

DD. Use gang box where more than one device is mounted together. Do not use sectional box.

EE. Use gang box with plaster ring for single device outlets.

FF. Support outlets flush with suspended ceilings to the building structure.

GG. Mount boxes to the building structure with supporting facilities independent of the conduits or raceways.

HH. Where multiple feeders are in one pull box, conductors shall be wrapped with 3M No. 7700 Arc and fireproof tape.

II. Provide plaster rings of suitable depth on all outlet boxes. Face of plaster ring shall be within 1/8 inch from finished surface.

JJ. Equip boxes supporting fixtures designed to accept fixture studs with 3/8-inch stud (galvanized malleable iron) inserted through back of box and secured by locknut. Boxes not equipped with outlets shall have level metal covers with rust-resisting screws.

KK. Do not mount junction boxes above inaccessible ceilings or in inaccessible spaces. Do not mount junction boxes above ceilings accessible only by removing light fixture, mechanical equipment or other devices. At inaccessible spaces use junction box furnished with light fixture or light fixture wiring compartment UL listed for through wiring.

LL. No more than 12 conduits containing branch circuits may be installed in any junction or pull box.

MM. All junction boxes shall be protected from building finish painters' over spray and from fire proofing overspray. Remove protective coverings when painting and fire proofing are complete.

NN. Bond equipment grounding conductor to all junction and pull boxes.

OO. Do not mount boxes or conduit bodies on walls directly above electrical panels or switchgear located next to walls.

PP. Do not mount boxes or conduit bodies within 18 inches of outside edges of roof access openings.

QQ. Box extenders or plaster rings shall not be used to increase the Code mandated cable capacity of a box. Provide proper size box.

3.2 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused box openings.

END OF SECTION

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SECTION 26 05 40

ELECTRICAL GUTTERS AND WIREWAYS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide electrical gutter work as shown, as specified and as required.

B. Application: The types of electrical gutters required for the project include the following:
1. Electrical wiring gutters
2. Voice / Data / Video / Communication and signal distribution wireway

1.2 QUALITY ASSURANCE

A. UL Label: Gutters and wireways shall be UL labeled.

PART 2 - PRODUCTS

2.1 ELECTRICAL GUTTERS AND WIREWAYS

A. General: Provide hinged electrical gutters and wireways in the types and sizes indicated or required, minimum 16 gauge thickness, with rounded edges and smooth surfaces; constructed in compliance with applicable standards; with features required.

B. Size: Provide size indicated. Where size is not indicated, construct in accordance with the NEC and other standards. Gutters shall be of manufacturer’s standard lengths, without field cutting or field extensions.

C. Accessories: Provide gutter and wireway accessories where indicated, constructed of same metal and finish as gutters or wireways.

D. Supports: Provide gutter and wireway supports indicated, conforming to NEC, and as recommended by the manufacturer, and as specified in Section 26 05 33 Conduit Systems.

E. Materials and Finishes: NEMA 1 gutters and wireways shall have gray powder coat finish over galvanized steel. Gutters and wireways installed outside shall be NEMA 3RX minimum. Gutters or wireways installed within 100-feet of cooling towers, at kitchen or food preparation areas, and natatorium, spa or therapy pool areas shall be of 304 stainless steel NEMA 4X construction.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Provide gutters and wireways only where specified or required. Use of gutters and wireways shall be kept to a minimum.

B. Finishing: Remove burrs and sharp edges of gutters and wireways wherever they could be injurious to conductor insulation or jacket.

C. Installation: Install gutters and wireways where shown or required, in accordance with the manufacturer's written instructions, NEC, NECA "Standard of Installation," and with recognized industry practices to ensure that the gutters and wireways comply with the

specified requirements. Comply with requirements of NEMA and the NEC pertaining to installation of electrical gutters.

D. Grounding: Electrically ground gutters and wireways to ensure continuous electrical conductivity. Provide equipment grounding conductor.

E. Conductors:
   1. Complete gutter and wireway installation before starting the installation of conductors.
   2. Provide sufficient space to permit access for installing, splicing, and maintaining the conductors.

F. A maximum of 12 conduits containing branch circuits shall be allowed to be installed in any gutter or wireway.

END OF SECTION

SECTION 26 05 50

FIRESTOPS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide firestop as required, and as specified. Refer to Architectural drawings for all fire and smoke rated partitions, walls, floors, etc.

B. Types: Firestop required for the project includes smokestop.

1.2 QUALITY ASSURANCE

A. UL Label: Firestops shall be UL labeled.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Nelson

B. 3M (Minnesota Mining Manufacturing)

C. Hilti

D. Specified Technologies, Inc.

2.2 MATERIAL AND COMPONENTS

A. General: Except as otherwise indicated, provide firestop manufacturer's standard materials and components as indicated by published product information, designed and constructed as recommended by the manufacturer, and as required for installation.

2.3 FIRESTOP

A. Conduits: Provide a soft, permanently flexible sealant for 1-1/2 to 2 hour rated fireproofing for steel conduits (up to 4" diameter).

B. Low Voltage Cables, Fiber Optic Cable and Innerduct: Provide Specified Technologies, Inc. EZ-Path single, double, or triple pathways as required.

PART 3 - EXECUTION

3.1 INSTALLATION OF FIRESTOPS

A. General: Install firestops in accordance with the manufacturer's installation instructions and industry practices to ensure that the firestops comply with requirements. Comply with UL and NFPA standards for the installation of firestops.

END OF SECTION

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SECTION 26 19 13

COMBINATION MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Motor controller work as required, scheduled and specified.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Schneider Electric - Square D

B. General Electric Co.

C. Siemens

D. Eaton

2.2 MOTOR CONTROLLERS

A. General: Combination motor controllers shall consist of an integrally mounted, thermal magnetic or magnetic only circuit breaker disconnect or fused disconnect switch as specified in Section 26 24 25. Magnetic, full voltage non-reversing (FVNR) or two speed controller as required, in a heavy duty type, dead front enclosure, surface-mounted; size and number of poles as required. Controllers shall be constructed and tested in accordance with NEMA Standards. Refer to Division 23 for Variable Frequency Inverter furnished by Division 23, installed by Division 26. Minimum controller size shall be NEMA Size 1.

B. Contacts: Magnetic controller contacts shall be silver alloy, and not require any filing, dressing, or cleaning for the life of the controller.

C. Operating Coils: Operating coils shall be 120V, pressure molded and designed so that accidental exposure to excessive voltage up to 480V will not damage the coil. Design controller so that when a coil fails due to over voltage, the controller shall open, and not freeze in the closed position.

D. Overload Relays: Controllers shall have manual-reset, trip-free, solid state, overload relays in each phase conductor. Three phase FVNR controllers shall have three overload relays. Single-phase FVNR controllers shall have an overload relay in each ungrounded conductor. Two speed, full-voltage magnetic controllers shall have overload relays for all six ungrounded conductors. Overload relays shall not be field-convertible from manual to automatic reset. Provide reset button located in front cover to reset all overload relays.

E. LED Pilot Lights: Provide 30.5mm run and stop pilot lights for all motor controllers. Furnish additional pilot lights for motor controllers as shown. Provide FAST and SLOW pilot lights for two-speed controllers. Pilot lights shall be mounted in the controller enclosure cover. Pilot lights shall be operated from an interlock on the motor controllers, and not be wired across the operating coil.

Green - Stop
Red - Run
Yellow - Slow
Blue - Fast

F. Controls: Controllers shall have 30.5mm HAND-OFF-AUTOMATIC switches. Provide for FAST-SLOW, REMOTE-LOCAL speed selection from HVAC control system for two-speed controllers. Two-speed controllers shall have deceleration relays between fast and slow speeds. Coordinate motor controller controls with the requirements of Division 23. Motor controller controls shall be mounted in the controller enclosure cover. Control switches shall be un-keyed rotary switches.

G. Control Power: A single phase control power transformer shall be included with each controller for 120V control power. The primary shall be connected to the line side of the motor controller through two fuses; the secondary shall have one leg fused and one leg grounded. Arrange transformer terminals so that wiring to terminals is not located above the transformer.

H. Auxiliary Contacts: Each controller shall have two normally open and two normally closed nonconvertible auxiliary contact in addition to the number of contacts required for the holding interlock and control wiring. One or more additional auxiliary contacts can be field installed without removing existing wiring, or removing the controller from its enclosure.

I. Phase Failure Monitors: Provide a 3-phase failure monitor for each motor controller. Monitor on any or all phases, for phase reversal from A-B-C sequence, under/over voltage, and phase failure. Provide adjustable relay for trip range. Provide automatic reset upon restoration of power to all phases. Where solid state overload relays provide this specified requirement, separate phase failure relays may be omitted.

J. Unit Wiring: Unit shall be completely pre-wired to terminals to eliminate any interior field wiring except for: connection of power supply conductors to switch line side terminals; motor leads to the controller load side terminals; and control conductors to holding coil terminals.

K. Enclosure:
   1. Motor Controllers installed in indoor locations shall be NEMA 1 heavy duty enclosures unless shown otherwise.
   2. Motor Controllers installed at kitchen and food preparation locations, hose down areas, cooling towers, exterior locations, and in other corrosive areas shall be NEMA 4X, Type 316 stainless steel.

L. Minimum interrupting rating shall be 35KAIC.

2.3 MANUAL MOTOR CONTROLLERS

A. General: Manual motor controllers shall consist of an integral controller and overload protection in a common enclosure, surface mounted. Size and number of poles shall be as shown and required with pilot light.

B. Manual Motor Controller: Manual motor controller with overload protection, 1 HP maximum, 115 or 230V.

C. Enclosures:
   1. Manual motor controllers installed in indoor locations shall be NEMA 1 heavy duty enclosures unless shown otherwise.
   2. Manual motor controllers installed at kitchen and food preparation locations, hose down areas, cooling towers, exterior locations, and in other corrosive areas shall be NEMA 4X, Type 316 stainless steel.

D. Disconnect Switch: For self-protected motors where one pole toggle motor control switch is allowed, the switch shall be horsepower rated and as specified for toggle switches in Section 26 27 73.

PART 3 - EXECUTION

3.1 INSTALLATION OF MOTOR CONTROLLERS

A. General: Install combination motor controllers where required or indicated and in accordance with the manufacturer's written instructions, requirements of the NEC and NECA Standard of Installation, and industry practices. Do not install motor controllers above ceilings. Do not install motor controllers on roofs.

B. Overloads: Install overload relays with manual reset in each phase of motor controller. Overload adjustable settings shall be based on actual motor nameplate full load amps. Field verify nameplate full load amps and adjust all relay settings accordingly.
1. Set overcurrent at motor service factor x motor nameplate FLA
2. Set high voltage trip to 8.3 percent above nominal voltage
3. Set undercurrent trip to four automatic restarts
4. Set all other trips to zero auto restarts
5. Phase Failure Relay: Adjust phase failure relay to 10 percent over voltage and 10 percent under voltage.

C. Coordination: Motor controllers shall be provided to coordinate with motors furnished by Division 23. Motor controller controls shall be provided to coordinate with controls specified in Division 23.

D. Supports: Provide individual and combination motor controllers with galvanized angle or other suitable supports if mounting on wall or other rigid surface is impractical. Controllers shall not be supported by conduit alone. Where motor controllers are mounted on equipment served, the switch shall not inhibit removal of any service panels or interfere with any required access areas. Manual motor controllers shall be installed plumb and aligned in the plane of the wall where they are installed.

E. Identify each motor controller as specified in Section 26 05 00.

F. Where motor controllers are indicated to be installed as part of a Motor Control Center, refer to the Motor Control Center specification.

3.2 TESTING

A. Provide the field services of the manufacturer to provide initial programming of all variable functions, start-up and commissioning of each motor controller.

B. Pre-Energization Check: Check motor controllers for continuous circuits and short circuits.

C. Post Hook-Up Test: After wire and cable hook-ups, energize motor controller to show it functions as specified.

END OF SECTION

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SECTION 26 24 14

TESTING, MAINTENANCE, AND MODIFICATIONS TO EXISTING SWITCHBOARDS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Work Included: Switchboard work to existing switchboards 600 volts or less as shown, scheduled, indicated, and specified.

B. Types: Switchboard work for the project includes power distribution switchboards.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Replacement parts shall be manufactured by G.E., Square D, Siemens, or Eaton, UL recognized, manufactured parts shall be used.

2.2 MATERIALS AND COMPONENTS

A. Provide materials and components as indicated by published product information, designed and constructed as recommended, and as required for a complete installation.

2.3 DEAD-FRONT DISTRIBUTION SWITCHBOARDS-NEW SWITCHBOARD SECTIONS AND/OR ACCESSORIES

A. Feeder and Branch Protective Devices 1,200 Amps and below where indicated or required. Provide thermal magnetic or electronic trip.
   1. Fusible switches:
      a. Quick-make, quick-break units utilizing the double-break principle of circuit interrupting to minimize arcing and pitting and shall conform to the ratings shown.
      b. Individual door over the front, equipped with a voidable interlock that prevents the door from being opened when the switch is in the ON position unless the interlock is purposely defeated by activation of the voiding mechanism. All switches shall have externally operated handles.
      c. 600 Amps and below equipped for Class J fuses.
      d. 601 Amps and above shall be equipped for Class R or L rejection type fuse holders.
      e. When required by the latest edition of the NEC or the AHJ, 1,200 Amp fused switches regardless of fuse size installed shall have Energy Reducing Maintenance System switch with local status indicator (ERMS).

PART 3 - EXECUTION

3.1 INSTALLATION, MAINTENANCE, AND MODIFICATION OF SWITCHBOARDS

A. Comply with the requirements of NEMA and NEC, and NECA Standard of Installation, for installation of switchboards.

B. Torque all existing and new bus connections and tighten mechanical fasteners to manufacturer’s specifications.

C. Install fuses, of ratings shown, in each new or modified fused switch or bus plug switch.

D. Adjustment: Adjust operating mechanisms for free mechanical movement. Adjust circuit breaker time characteristic curves as directed by the OEM for coordination with downstream overcurrent devices.

E. Cleaning: Vacuum the interior of the existing switchboard enclosures of all dust and foreign matter. Clean all existing switch contacts according to manufacturer's instructions.

F. Lubrication: Lubricate all existing exposed switch contacts, pivot points and bearings according to manufacturer's instructions.

G. Remove any existing circuit breakers, fusible switches, control wiring, instrument wiring, CTs, VTs, etc., that are not functional or not suitable to be reused as "spares".

H. Provide filler plates where required.

3.2 TESTING

A. Pre-Energization Checks: Before energizing, check switchboards for continuous of circuits and for short circuits. Test existing Bolted Pressure Switches according to Original Manufacture's Instructions.

END OF SECTION

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ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Safety and disconnect switch work where required, scheduled, indicated, specified, and required. For switches indicated or rated above 1,200 Amps, provide switchboard construction as specified for switchboards.

B. UL Approved: Safety and disconnect switches shall have UL approval and the UL label.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Schneider Electric - Square D

B. General Electric Co.

C. Siemens

D. Eaton

2.2 ENCLOSED SWITCHES

A. General: Provide heavy duty type, dead-front, sheet steel enclosed, surface-mounted safety switches of the type and size indicated. Safety switches shall be rated for the voltage of the circuit where they are installed. Safety switches used as motor disconnects shall be rated for the motor horse power served.

B. The overcurrent protective device short circuit, coordination and arch flash studies performed by the overcurrent protective device manufacturer shall be used by the respective switchgear vendor(s) to select appropriate equipment, switchgear, and overcurrent protective device characteristics such as but not limited to: equipment bracing, AIC rating, circuit breaker frame size and trip settings, and fuse type/class. The appropriate equipment suitable and required by the studies for code compliance shall be included with the submittal data for review and provided at no additional cost to the Owner. The appropriate equipment recommended by the studies for enhanced selective coordination or enhanced arc flash energy reduction beyond code compliance shall be included with the submittal data for review and consideration purposes by the engineer.

C. Switch Mechanism:
1. Safety switches shall be quick-make, quick-break type with permanently attached arc suppressor. Constructed so that switch blades are visible in the OFF position with the door open. The operating handle shall be an integral part of the box, not the cover. Switch shall have provision to padlock in the OFF position. Safety switches shall have a cover interlock to prevent unauthorized opening of the switch door when the switch mechanism is in the ON position, or closing of the switch mechanism when the switch door is open.
2. Cover interlock shall have an override mechanism to permit switch inspection by authorized personnel. Current-carrying parts shall be constructed of high conductivity copper with silver-plated switch contacts. Lugs shall be suitable for copper conductors and front removable.

D. Neutral: Provide safety switches with number of switched poles indicated. Where a neutral is present in the circuit, provide a solid neutral with the safety switch. Where a ground conductor is present in the circuit, provide a separate solid ground with the safety switch.

2.3 ENCLOSED SWITCHES WITH OVERCURRENT AND/OR GROUND FAULT PROTECTION

A. Overcurrent protective devices 1,200 Amps and below:
   1. Where switch is intended as a building service disconnect provide solid neutral and ground bus and service entrance SE rating.
   2. Molded case circuit breakers:
      a. Greater than 800 Amp: Solid state true RMS sensing with adjustable: current, I^2t settings, ground fault (where required), instantaneous trip, and short time trip; 80-percent continuous current rating.
      b. 800 Amp and smaller: Solid state true RMS sensing with fixed current setting by rating plug or dial. Breaker shall have adjustable instantaneous trip function with short time tracking.
      c. 1,200 Amp and larger frame circuit breakers regardless of trip shall have Energy Reducing Maintenance System switch with local status indicator (ERMS).
   3. Fusible switches:
      a. Quick-make, quick-break units utilizing the double-break principle of circuit interrupting to minimize arcing and pitting and shall conform to the ratings shown.
      b. Individual door over the front, equipped with a voidable interlock that prevents the door from being opened when the switch is in the ON position unless the interlock is purposely defeated by activation of the voiding mechanism. All switches shall have externally operated handles.
      c. 600 Amps and below equipped for Class J fuses.
      d. 601 Amps and above shall be equipped for Class R or L fuses.
      e. When required by the latest edition of the NEC or the AHJ, 1,200 Amp fused switches regardless of fuse size installed shall have Energy Reducing Maintenance System switch with local status indicator (ERMS).

B. Ground Fault Interrupter (GFI) protection: Where shown or required, ground fault protection shall be achieved with adjustable pickup for ground fault currents, field-adjustable from 200 amperes and instantaneous to 60 cycle time delay. The ground fault protection system shall include necessary current sensors, internal wiring, and relays to coordinate opening the monitored faulted circuits.
   1. Ground fault protection shall be set at minimum setting for both current and time during construction. The manufacturer shall include in the submittal data the minimum setting of the device and the recommended setting for normal building operation.
   2. The ground fault system shall be factory-tested before shipment as specified:
      a. The manufacturer shall provide a factory ground fault protection system test for circuit testing and verification of tripping characteristics. The manufacturer shall pass predetermined values of current through the sensors and measure the tripping time for each phase and neutral. The measured time-current relationships shall be compared to the trip-characteristic curves. If the ground fault device trips outside the range of values indicated on the curve, the ground fault device shall be replaced or recalibrated.
      b. Relays, electrically operated switches, shunt-trip switches, circuit breakers, and similar items shall have proper voltages applied to their

circuits and satisfactory operation demonstrated.

c. Upon completion of the factory ground fault protection system test, the current and time on each ground fault device shall be set to minimum values.

2.4 ENCLOSURES

A. Enclosures in indoor locations shall be NEMA 1 unless shown otherwise.

B. Enclosures in exterior locations shall be NEMA 4X stainless steel.

C. Enclosures at kitchen and food preparation locations, exterior kitchen supply and exhaust fans, hose down areas, cooling towers, in greenhouses, and in other corrosive areas shall be NEMA 4X, stainless steel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install safety and disconnect switches where required or indicated, in accordance with the manufacturer's written instructions, requirements of the NEC, NECA Standard of Installation, and industry practices. Provide fuse identification label when fused switches are required showing type and size inside door of each switch. Include devices in coordination study to indicate overcurrent devices will selectively coordinate.

B. Location: Provide safety switches within 50’ and in sight of motor served. There shall be minimum code required clearance in front of safety switch and a clear path in which to access the switch. (i.e.: not having to walk and/or stand on obstacles such as drain pans on floor to service).

C. Supports: Provide all safety and disconnect switches with galvanized angle or other supports where mounting on wall or other rigid surface is impractical. Switches shall not be supported by conduit alone. Where safety and disconnect switches are mounted on equipment served, the switch shall not inhibit removal of service panels or interfere with access areas, not void the warranty of the equipment served. Provide mounting hardware that will allow removal of safety and disconnect switches with common work tools. Do not utilize drive pin anchors through enclosure.

D. Ground Fault Interrupter (GFI) test and settings: Where adjustable ground fault interrupter settings are provided or required, after completion of construction and before final acceptance testing, the ground fault protection system shall be field-tested and reset to the manufacturer's settings for both current and time by a representative of the manufacturer's engineering service department. After the test, set ground fault to 50-percent of the overcurrent device rating.

E. Safety and Disconnect Switches: Install disconnect switches for motor-driven equipment, appliances, motors, and motor controllers within sight of the controller position unless indicated otherwise.

F. Variable Frequency Drive (VFD) Warning Plaque: Provide VFD warning plaque at safety disconnect switches which are located down-stream of VFDs. Secure plaque to disconnect switch or immediately adjacent to disconnect switch with fasteners. Plaque shall be Yellow-White-Yellow 3-layer plastic laminated engraved with: “WARNING” (1/2 Inch Letters). “TURN OFF VFD BEFORE OPENING THIS SWITCH FOR MAINTENANCE.” (1/4 inch letters).

G. Provide disconnect switch for electric duct heaters.

H. Where disconnect switch is used or indicated as the utility service building disconnect, provide main bonding jumper and neutral to ground bond connected to the building's grounding system. Do not bond neutral to ground when there is a neutral to ground bond upstream from the same derived neutral system serving the disconnect switch.

3.2 TESTING

A. General: Before energizing, check for continuity of circuits and short circuits.

END OF SECTION

SECTION 26 24 30

FUSES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Fuse work as shown and scheduled, and as specified.

B. Types: Fuses required for the project include the following:
1. 250 volt current limiting fuses
2. 600 volt current limiting fuses

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturers: Provide products produced by Bussman or Littlefuse.

2.2 CURRENT LIMITING FUSES - 600 VOLTS AND LESS

A. General: Provide 200,000 amperes interrupting capacity (AIC) current-limiting fuses of the current ratings shown and voltage rating equal to or greater than the voltage at the point of application.

B. Types:
1. Fuses in circuits supplying individual motors, groups of motors, or loads including motors, 600 amperes or less, shall be UL Class RK1 or Class J, time delay fuses, Bussman LPS-RK (600V) LPJ-SP (600V), LPN-RK (250V).
2. Fuses in circuits supplying individual motors, groups of motors, or loads including motors, 601 to 4000 amperes, shall be UL Class L time delay fuses, Bussman KRPC "HI-CAP".
3. Fuses in circuits supplying other than motor loads, 600 amperes or less, shall be UL Class RK1, time delay fuses, Bussman LPS-RK (600V), LPN-RK (250V).
4. Fuses supplying surge protection devices (SPD) shall be surge rated for use with SPD devices.

2.3 SPARE FUSES

A. General: Provide spare fuses in the amount of 10% of each type and size installed, but not less than 3 spares of a specific size and type. Deliver to the Owner at the time of project acceptance. Fuses shall be encased in a labeled steel enclosure with padlock provision, to be wall mounted where directed.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install fuses in fuse holders immediately before energizing of the circuit where the fuses are installed. Fuses shall not be installed and shipped with equipment.

B. Labels: Place fuse identification labels, showing fuse size and type installed, inside the cover of each switch.

END OF SECTION

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