

PROJECT MANUAL FOR:

**ANIMAL SCIENCE RESEARCH
CENTER –
CENTRAL FUME HOOD EXHAUST
SYSTEM**

PROJECT NO.: CP211451

**AT:
UNIVERSITY OF MISSOURI - COLUMBIA
COLUMBIA, MISSOURI**

**FOR:
THE CURATORS OF THE
UNIVERSITY OF MISSOURI**

PREPARED BY:



***PLANNING
DESIGN &
CONSTRUCTION***

**CAMPUS FACILITIES
UNIVERSITY OF MISSOURI**

OCTOBER 7, 2021

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PREPARED BY:

PLANNING, DESIGN, AND CONSTRUCTION
CAMPUS FACILITIES
GENERAL SERVICES BUILDING
UNIVERSITY OF MISSOURI
(573) 882-6800

DATE: OCTOBER 7, 2021

ARCHITECTURAL

The Architects seal on these contract documents has been affixed in accordance with the requirements of Chapter 327, RSMO. In affixing this seal, the Architect takes responsibility for the attached architectural specifications. The Architect hereby disclaims any and all responsibility for project specifications other than these, included in these project documents, they being the responsibility of the other design professionals, whose seals and statements appear herein.

Specification Section 02 8213 and the Hazardous Building Material Survey are technical documents that have been prepared by a qualified third party hazardous materials testing lab. The specification was not prepared under the direct supervision of the architect and therefore is not included as part of the architect's certification.

- 07 6200 Sheet Metal Flashing and Trim
- 07 2313 Manufactured Equipment Supports for Conventional Roofs



(seal) Signature: Michael J. Stornello Digitally signed by Michael J. Stornello
Date: 2021.09.17 14:39:59 -05'00'

MECHANICAL

The Engineers seal on these contract documents has been affixed in accordance with the requirements of Chapter 327, RSMO. In affixing this seal, the engineer takes responsibility for the attached engineering specifications. The Engineer hereby disclaims any and all responsibility for project specifications other than these, included in these project documents, they being the responsibility of the other design professionals, whose seals and statements appear herein.

- 22 0553 Identification for Plumbing Piping and Equipment
- 22 0719 Plumbing Piping Insulation
- 22 1005 Plumbing Piping
- 23 0553 Identification for HVAC Piping and Equipment
- 23 0593 Contractor Scope for Owner Supplied TAB
- 23 0900 Control Systems
- 23 3100 HVAC Ductwork and Supports
- 23 3300 Air Duct Accessories
- 23 3423 General Laboratory Fume Hood Exhaust Fans
- 23 3600 Air Terminal Units
- 23 3700 Air Inlets and Outlets
- 23 3816 Laboratory Fume Hoods



(seal) Signature: James Wyrick Digitally signed by James Wyrick
Date: 2021.09.20 08:16:41 -05'00'

ELECTRICAL

The Engineers seal on these contract documents has been affixed in accordance with the requirements of Chapter 327, RSMO. In affixing this seal, the engineer takes responsibility for the attached engineering specifications. The Engineer hereby disclaims any and all responsibility for project specifications other than these, included in these project documents, they being the responsibility of the other design professionals, whose seals and statements appear herein.

- 26 0501 Minor Electrical Demolition
- 26 0510 Electrical Materials and Methods
- 26 2417 Low Voltage Equipment
- 26 2923 Variable-Frequency Motor Controllers



(seal) Signature: James L. Dove P.E. Digitally signed by James L. Dove P.E.
Date: 2021.09.30 09:04:29 -05'00'

PROJECT MANUAL FOR: ANIMAL SCIENCE RESEARCH CENTER – CENTRAL
FUME HOOD EXHAUST SYSTEM

PROJECT NUMBER: CP211451

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END OF SECTION

CAMPUS FACILITIES

General Services Bldg.
Columbia, Missouri 65211
Telephone: (573) 882-3091

ADVERTISEMENT FOR BIDS

Sealed bids for:

ANIMAL SCIENCE RESEARCH CENTER –
CENTRAL FUME HOOD EXHAUST SYSTEM
UNIVERSITY OF MISSOURI
COLUMBIA, MISSOURI

PROJECT NUMBER: CP211451 CONSTRUCTION ESTIMATE \$540,000 - \$600,000

will be received by the Curators of the University of Missouri, Owner, at Campus Facilities, Planning, Design & Construction, Room L100 (Front Reception Desk), General Services Building, University of Missouri, Columbia, Missouri 65211, until 1:30 p.m., C.T., October 20, 2021 and then immediately opened and publicly read aloud.

Drawings, specifications, and other related contract information may be obtained at <http://operations-webapps.missouri.edu/pdc/adsite/ad.html>. Electronic bid sets are available at no cost and may be printed as desired by the plan holders. No paper copies will be issued. If paper copies are desired, it is the responsibility of the user to print the files or have them printed.

Questions regarding the scope of work and commercial conditions should be directed to Design Services Project Manager Mike Stornello at (573) 882-7146 or stornellom@missouri.edu.

A prebid meeting will be held at 10:00 a.m., C.T., October 12, 2021 in the General Services Bldg., Rm 194B, University of Missouri, Columbia, Missouri, followed by a site walk-through. All interested bidders are invited to attend this meeting. Those on site must follow the University's Show-Me Renewal Guidelines. <https://renewal.missouri.edu/safety-expectations/>

Information regarding bid results will be available the day following the bid opening by calling (573) 882-1133

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

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

Individuals with special needs as addressed by the Americans with Disabilities Act may contact (573) 882-1133.

Advertisement Date: October 7, 2021

Gary L. Ward
Vice Chancellor for Operations and Chief Operating Officer
University of Missouri

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

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

1. Company Name _____

Phone# _____ Fax #: _____

Address _____

2. Number of years in business _____. If not under present firm name, list previous firm names and types of organization.

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

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
-------------------	------------------------------	--------------	-----------	-------------------------	-------------------

4. General character of work performed by your company personnel.

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

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

7. No default has been made in any contract complete or incomplete except as noted below:

(a) Number of contracts on which default was made _____

(b) Description of defaulted contracts and reason therefor

8. (a) Have you or your company participated in any contract subject to an equal opportunity clause similar to that described in the General Conditions?

Yes _____ No _____

(b) Have you filed all required compliance reports?

Yes _____ No _____

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

9. Have you or your company been suspended or debarred from working at any University of Missouri campus?
Yes _____ No _____ (If the answer is "yes", give details.)

10. Have any administrative or legal proceedings been started against you or your company alleging violation of any wage and hour regulations or laws?
Yes _____ No _____ (If the answer is "yes", give details.)

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

12. List banking references.

- 13. (a) Do you have a current confidential financial statement on file with Owner?
Yes _____ No _____ (If not, and if desired, Bidder may submit such statement with bid, in a separate sealed and labeled envelope.)
- (b) If not, upon request will you file a detailed confidential financial statement within three (3) days?
Yes _____ No _____

Dated at _____ this _____ day of _____ 20_____

Name of Organization

Signature

Printed Name

Title of Person Signing

END OF SECTION

**UNIVERSITY OF MISSOURI
BIDDER'S STATEMENT OF QUALIFICATIONS FOR ASBESTOS ABATEMENT**

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

1. Company Name _____ Phone# _____
Address _____

2. State of Missouri Registration number _____

3. Number of years in business _____. If not under present firm name, list previous firm names and types of organization.

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

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

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

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
-------------------	------------------------------	--------------	-----------	-------------------------	-------------------

7. Other experience qualifying you for the work now bid.

8. No default has been made in any contract complete or incomplete except as noted below:

(a) Number of contracts on which default was made _____
(b) Description of defaulted contracts and reason therefor _____

9. (a) Have you or your company participated in any contract subject to an equal opportunity clause similar to that described in the General Conditions?

Yes _____ No _____

(b) Have you filed all required compliance reports?

Yes _____ No _____

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

10. Have you or your company been suspended or debarred from working at any University of Missouri campus?
Yes _____ No _____ (If the answer is "yes", give details.)

11. Have any administrative or legal proceedings been started against you or your company alleging violation of any wage and hour regulations or laws?
Yes _____ No _____ (If the answer is "yes", give details.)

12. Workers Compensation Experience Modification Rates (last 3 yrs): _____ / _____ / _____
Incidence Rates (last 3 years): _____ / _____ / _____

13. List banking references.

- 14. (a) Do you have a current confidential financial statement on file with Owner?
Yes _____ No _____ (If not, and if desired, Bidder may submit such statement with bid, in a separate sealed and labeled envelope.)
- (b) If not, upon request will you file a detailed confidential financial statement within three (3) days?
Yes _____ No _____

Dated at _____ this _____ day of _____ 20_____

Name of Organization

Signature

Printed Name

Title of Person Signing

END OF SECTION

SUPPLIER DIVERSITY COMPLIANCE EVALUATION FORM

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

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

I. Project: _____

II. Name of General Contractor: _____

III. Name of Diverse Firm: _____

Address: _____

Phone No.: _____ Fax No.: _____

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

IV. Describe the subcontract work to be performed. (List Base Bid work and any Alternate work separately):

Base Bid: _____

V. Dollar amount of contract to be subcontracted to the Diverse firm:

Base Bid: _____

Alternate(s), (Identify separately): _____

VI. Is the proposed subcontractor listed in the Directory of M/W/DBE Vendors, Directory of Serviced Disabled Veterans and/or the Directory of Veterans maintained by the State of Missouri?

Yes _____ No _____

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

Yes _____

No _____

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

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

Yes _____

No _____

If yes, please attach letter.

Signature:

Name:

Title:

Date:

APPLICATION FOR WAIVER

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

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

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

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

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

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

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

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

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

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

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

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

Signature _____

Name _____

Title _____

Company _____

Date _____

AFFIDAVIT

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

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

Signature _____

Name _____

Title _____

Date _____

Corporate Seal (where appropriate)

Date _____

State of _____

County of _____

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

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

(Seal)

Notary Public _____

Commission expires _____

AFFIDAVIT FOR AFFIRMATIVE ACTION

State of Missouri)
)
County of) ss.

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

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

My commission expires _____, 19_____.

CERTIFYING SUPPLIER DIVERSITY AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

Minority Newspapers

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

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

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

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

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

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

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

AFFIDAVIT OF SUPPLIER DIVERSITY PARTICIPATION

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

1. Diverse Firm: _____
 Contact Name: _____
 Address: _____
 Phone No.: _____ E-Mail: _____

Status (check one) MBE WBE Veteran Service Disabled Veteran DBE
 If MBE, Certified as (circle one): 1) Black American 2) Hispanic American 3) Native American 4) Asian American

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

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

Certification Number: _____

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

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

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

General Contractor: _____ Diverse Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

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

Contractor: _____ Diverse Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

University of Missouri

INFORMATION FOR BIDDERS

Page No.

1. Contract Documents..... IFB/1
2. Bidder's Obligation IFB/1
3. Interpretation of Documents IFB/1
4. Bids..... IFB/1
5. Modification and Withdrawal of Bids..... IFB/2
6. Signing of Bids IFB/2
7. Bid Security IFB/2
8. Bidder's Statement of Qualifications IFB/2
9. Award of Contract..... IFB/2
10. Contract Execution..... IFB/2
11. Contract Security IFB/3
12. Time of Completion IFB/3
13. Number of Contract Documents IFB/3
14. Missouri Products and Missouri Firms IFB/3
15. Supplier Diversity IFB/3
16. List of Subcontractors IFB/5

1. Contract Documents

1.1 Drawings, specifications, and other contract documents, pursuant to work which is to be done, may be obtained shown in the Advertisement for Bids and Special Conditions.

2. Bidder Obligations

2.1 Before submitting bids each bidder shall carefully examine the drawings and specifications and related contract documents, visit site of work and fully inform themselves as to all existing conditions, facilities, restrictions and other matters which can affect the work or the cost thereof.

2.2 Each bidder shall include in their bid the cost of all work and materials required to complete the contract in a first-class manner as hereinafter specified.

2.3 Failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint themselves with existing conditions, shall in no way relieve them from any obligation with respect to their bid or contract, and no extra compensation will be allowed by reason of any thing or matter concerning which bidder should have fully informed themselves prior to bidding.

2.4 Submission of bids shall be deemed acceptance of the above obligations and each and every obligation required to be performed by all of the contract documents in the event the bid is accepted.

3. Interpretation of Documents

3.1 If any prospective bidder is in doubt as to the true meaning of any part of the drawings and specifications or contract documents, they shall submit a written request to the Architect for an interpretation.

3.2 Requests for such interpretations shall be delivered to the Architect at least one (1) week prior to time for receipt of bids.

3.3 Bids shall be based only on interpretations issued in the form of addenda mailed to each person who is on the

Architect's record as having received a set of the contract documents.

4. Bids

4.1 Bids shall be received separately or in combination as shown in and required by the Bid for Lump Sum contract. Bids will be completed so as to include insertion of amounts for alternate bids, unit prices and cost accounting data.

4.2 Bidders shall apportion each base bid between various phases of the work, as stipulated in the Bid for Lump Sum contract. All work shall be done as defined in the specifications and as indicated on the drawings.

4.3 Bids shall be presented in sealed envelopes which shall be plainly marked "Bids for (indicate name of project from cover sheet)", and mailed or delivered to the building and room number specified in the Advertisement for Bids. Bidders shall be responsible for actual delivery of bids during business hours, and it shall not be sufficient to show that a bid was mailed in time to be received before scheduled closing time for receipt of bids, nor shall it be sufficient to show that a bid was somewhere in a university facility.

4.4 The bidder's price shall include all federal sales, excise, and similar taxes, which may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City & State taxes shall not be included as defined within Article 3.16 of the General Conditions for Construction Contract included in the contract documents.

4.5 Bids shall be submitted on a single bid form, furnished by the Owner or Architect. Do not remove the bid form from the specifications.

4.6 No bidder shall stipulate in their bid any conditions not contained in the bid form.

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

5. Modification and Withdrawal of Bids

5.1 The bidder may withdraw their bid at any time before the scheduled closing time for receipt of bids, but no bidder may withdraw their bid after the scheduled closing time for receipt of bids.

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

6. Signing of Bids

6.1 Bids which are signed for a partnership shall be **manually** signed in the firm name by at least one partner, or in the firm name by Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the bid, a Power of Attorney evidencing authority to sign the bid dated the same date as the bid and executed by all partners of the firm.

6.2 Bids that are signed for a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name. Title of office held by the person signing for the corporation shall appear below the signature of the officer.

6.3 Bids that are signed by an individual doing business under a firm name, shall be manually signed in the name of the individual doing business under the proper firm name and style.

6.4 Bids that are signed under joint venture shall be manually signed by officers of the firms having authority to sign for their firm.

7. Bid Security

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

7.2 Bid security is required as a guarantee that bidder will enter into a written contract and furnish a performance bond within the time and in form as specified in these specifications; and if successful bidder fails to do so, the bid security will be realized upon or retained by the Owner. The apparent low bidder shall notify the Owner in writing within 48 hours (2 work days) of the bid opening of any circumstance that may affect the bid security including, but not limited to, a bidding error. This notification will not guarantee release of the bidder's security and/or the bidder from the Bidder's Obligations.

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

7.4 It is specifically understood that the bid security is a guarantee and shall not be considered as liquidated damages for failure of bidder to execute and deliver their contract and performance bond, nor limit or fix bidder's liability to Owner for any damages sustained because of failure to execute and deliver the required contract and performance bond.

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

8. Bidder's Statement of Qualifications

8.1 Each bidder submitting a bid shall present evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract by completing and submitting with their bid the schedule of information set forth in the form furnished in the bid form.

8.2 Such information, a single copy required in a separate sealed envelope, will be treated as confidential information by the Owner, within the meaning of Missouri Statue 610.010.

8.3 Bids not accompanied with current Bidder's Statement of Qualifications may be rejected.

9. Award of Contract

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

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

10. Contract Execution

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

10.2 No bids will be considered binding upon the Owner until the documents listed above have been furnished. Failure of Contractor to execute and submit these documents within the time period specified will be treated, at the option of the

Owner, as a breach of the bidder's bid security under Article 7 and the Owner shall be under no further obligation to Bidder.

11. Contract Security

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

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

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

12. Time of Completion

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

13. Number of Contract Documents

13.1 The Owner will furnish the Contractor a copy of the executed contract and performance bond.

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

14. Missouri Products and Missouri Firms

14.1 The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University of Missouri, and which by contract, shall be binding upon independent contractors and subcontractors with the University of Missouri whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities,

materials, supplies and articles mined, grown, produced and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a bid agrees to comply with, and be bound by the foregoing policy.

15. SUPPLIER DIVERSITY

15.1 Award of Contract

The Supplier Diversity participation goal for this project is stated on the Bid for Lump Sum Contract Form, and the Owner will take into consideration the bidder's success in achieving the Supplier Diversity participation goal in awarding the contract. Inability of any bidder to meet this requirement may be cause for rejection of their bid.

The University will grant a three (3) point bonus preference to a Missouri based, certified Service Disabled Veteran Enterprise (SDVE) bidder as defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents. The three percent (3%) goal can be met, and the bonus points obtained, by a qualified SDVE vendor and/or through the use of qualified SDVE subcontractors or suppliers that provide at least three percent (3%) of the total contract value. The submitted bid form must include a minimum of 3% SDVE participation to obtain the three (3) point bonus.

15.2 List of Supplier Diversity Firms

15.2.1 The bidder shall submit as part of their bid a list of diverse firms performing as contractor, subcontractors, and/or suppliers. The list shall specify the single designated diverse firm name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, provide information for each affected category.

15.2.2 Failure to include a complete list of diverse firms may be grounds for rejection of the bid.

15.2.3 The list of diverse firms shall be submitted in addition to any other listing of subcontractors required in the Bid for Lump Sum Contract Form.

15.3 Supplier Diversity Percentage Goal

The bidder shall have a minimum goal of subcontracting with diverse contractors, subcontractors, and suppliers, the percent of contract price stated in the Supplier Diversity goal paragraph of the Bid for Lump Sum Contract Form.

15.4 Supplier Diversity Percent Goal Computation

15.4.1 The total dollar value of the work granted to the diverse firms by the successful bidder is counted towards the applicable goal of the entire contract, unless otherwise noted below.

15.4.2 The bidder may count toward the Supplier Diversity goal only expenditures to diverse firms that perform a commercially useful function in the work of a contract. A diverse firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved. A bidder that is a certified diverse firm may count as 100% of the contract towards the Supplier Diversity goal. For projects with separate MBE, SDVE, and WBE/Veteran

/DBE goals, a MBE firm bidding as the prime bidder is expected to obtain the required SDVE, and WBE/Veteran/DBE participation; a WBE or Veteran or DBE firm bidding as the prime bidder is expected to obtain the required MBE and SDVE participation and a SDVE firm bidding as the prime bidder is expected to obtain the required MBE, and WBE/Veteran/DBE participation.

15.4.3 When a MBE, WBE, Veteran Business Enterprise, DBE, or SDVE performs work as a participant in a joint venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE, WBE, Veteran Business Enterprise, DBE, or SDVE performs with its own forces shall count toward the MBE, WBE, Veteran Business Enterprise, DBE, or SDVE individual contract percentages.

15.4.4 The bidder may count toward its Supplier Diversity goal expenditures for materials and supplies obtained from diverse suppliers and manufacturers, provided the diverse firm assumes the actual and contractual responsibility for the provision of the materials and supplies.

15.4.4.1 The bidder may count its entire expenditure to a diverse manufacturer. A manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.

15.4.4.2 The bidder may count its entire expenditure to diverse suppliers that are not manufacturers provided the diverse supplier performs a commercially useful function as defined above in the supply process.

15.4.4.3 The bidder may count 25% of its entire expenditures to diverse firms that do not meet the definition of a subcontractor, a manufacturer, nor a supplier. Such diverse firms may arrange for, expedite, or procure portions of the work but are not actively engaged in the business of performing, manufacturing, or supplying that work.

15.4.5 The bidder may count toward the Supplier Diversity goal that portion of the total dollar value of the work awarded to a certified joint venture equal to the percentage of the ownership and control of the diverse partner in the joint venture.

15.5 Certification by Bidder of Diverse Firms

15.5.1 The bidder shall submit with its bid the information requested in the "Supplier Diversity Compliance Evaluation Form" for every diverse firm the bidder intends to award work to on the contract.

15.5.2 Diverse firms are defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents, and as those businesses certified as disadvantaged by an approved agency. The bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed in the proposal form document "Supplier Diversity Certifying Agencies". Any firm listed as disadvantaged by any of the identified agencies will be classified as a diverse firm by the Owner.

15.5.3 Bidders are urged to encourage their prospective diverse contractors, subcontractors, joint venture participants, team partners, and suppliers who are not currently certified to obtain certification from one of the approved agencies.

15.6 Supplier Diversity Participation Waiver

15.6.1 The bidder is required to make a good faith effort to locate and contract with diverse firms. If a bidder has made a good faith effort to secure the required diverse firms and has failed, the bidder shall submit with the bid, the information requested in "Application for Supplier Diversity Participation Waiver." The Contracting Officer will review the bidder's actions as set forth in the bidder's "Application for Waiver" and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the applicable percentage goal. If the bidder is judged not to have made a good faith effort, the bid may be rejected. Bidder's who demonstrate that they have made a good faith effort to include Supplier Diversity participation may be awarded the contract regardless of the percent of Supplier Diversity participation, provided the bid is otherwise acceptable and is determined to be the best bid.

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

15.6.2.1 The bidder's attendance at pre-proposal meetings scheduled to inform bidders and diverse firms of contracting and subcontracting opportunities and responsibilities associated with Supplier Diversity participation.

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

15.6.2.3 The bidder's written notice to specific diverse firms that their services were being solicited in sufficient time to allow for their effective participation.

15.6.2.4 The bidder's follow-up attempts to the initial solicitation(s) to determine with certainty whether diverse firms were interested.

15.6.2.5 The bidder's efforts to divide the work into packages suitable for subcontracting to diverse firms.

15.6.2.6 The bidder's efforts to provide interested diverse firms with sufficiently detailed information about the drawings, specific actions and requirements of the contract, and clear scopes of work for the firms to bid on.

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

15.6.2.8 The bidder's efforts to locate diverse firms not on the directory list and assist diverse firms in becoming certified as such.

15.6.2.9 The bidder's initiatives to encourage and develop participation by diverse firms.

15.6.2.10 The bidder's efforts to help diverse firms overcome legal or other barriers impeding the participation of diverse firms in the construction contract.

15.6.2.11 The availability of diverse firms and the adequacy of the bidder's efforts to increase the participation of such business provided by the persons and organizations consulted by the bidder.

15.7 Submittal of Forms

15.7.1 The bidder will include the Supplier Diversity Compliance Evaluation Form(s), or the Application for Waiver and other form(s) as required above in the envelope containing the "Bidder's Statement of Qualifications", see Article 8.

15.8 Additional Bid/Proposer Information

15.8.1 The Contracting Officer reserves the right to request additional information regarding Supplier Diversity participation and supporting documentation from the apparent low bidder. The bidder shall respond in writing to the Contracting Officer within 24-hours (1 work day) of a request.

15.8.2 The Contracting Officer reserves the right to request additional information after the bidder has responded to prior 24 hour requests. This information may include follow up and/or clarification of the information previously submitted.

15.8.3 The Owner reserves the right to consider additional diverse subcontractor and supplier participation submitted by the bidder after bids are opened under the provisions within these contract documents that describe the Owner's right to accept or reject subcontractors including, but not limited to, Article 16 below. The Owner may elect to waive the good faith effort requirement if such additional participation achieves the Supplier Diversity goal.

15.8.4 The Bidder shall provide the Owner information related to the Supplier Diversity participation included in the bidder's proposal, including, but is not limited to, the complete Application for Waiver, evidence of diverse certification of participating firms, dollar amount of participation of diverse firms, information supporting a good faith effort as described in Article 15.6 above, and a list of all diverse firms that submitted bids to the Bidder with the diverse firm's price and the name and the price of the firm awarded the scope of work bid by the diverse firm.

16. List of Subcontractors

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

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

16.3 Upon award of the contract, the requirements of Article 10 of this document and Article 5 of the General Conditions of the Contract for Construction included in the contract documents will apply.

University of Missouri

General Conditions

of the

Contract

for

Construction

August 2020 Edition

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**ARTICLE 1
GENERAL PROVISIONS**

1.1 Basic Definitions

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

1.1.1 Owner

The Curators of the University of Missouri. The Owner may act through its Board of Curators or any duly authorized committee or representative thereof.

1.1.2 Contracting Officer

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

1.1.3 Owner's Representative

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

1.1.4 Architect

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

1.1.5 Contractor

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

1.1.6 Subcontractor and Lower-tier Subcontractor

A Subcontractor is a person or organization who has a contract with the Contractor to perform any of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative. The term "Subcontractor" also is applicable to those furnishing materials to be incorporated in the Work whether work performed is at the Owner's site or off site, or both. A lower-tier Subcontractor is a person or organization who has a contract with a Subcontractor or another lower-tier Subcontractor to perform any of the Work at the site. Nothing contained in the Contract Documents shall create contractual relationships between the Owner or the Architect and any Subcontractor or lower-tier Subcontractor of any tier.

1.1.7 Supplier Diversity Definitions

Businesses that fall into the Supplier Diversity classification shall mean an approved certified business concern which is at least fifty-one percent (51%) owned and controlled by one (1) or more diverse suppliers as described below.

.1 Minority Business Enterprises (MBE)

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

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

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

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

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

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

.2 Women Business Enterprise (WBE)

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

.3 Veteran Owned Business

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

.4 Service Disabled Veteran Enterprise (SDVE)

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

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

.5 Disadvantaged Business Enterprise (DBE)

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

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

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

1.1.9 Work

Work shall mean supervision, labor, equipment, tools, material, supplies, incidentals operations and activities required by the Contract Documents or reasonably inferable by Contractor therefrom as necessary to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner, and in the best manner known to each respective trade.

1.1.10 Approved

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

1.1.11 Contract Documents

The Contract Documents consist of (1) the executed Contract for Construction, (2) these General Conditions of the Contract for Construction, (3) any Supplemental Conditions or Special Conditions identified in the Contract for Construction, (4) the Specifications identified in the Contract for Construction, (5) the Drawings identified in the Contract for Construction, (6) Addenda issued prior to the receipt of bids, (7) Contractor's bid addressed to Owner, including Contractor's completed Qualification Statement, (8)

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

1.1.12 Contract

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

1.1.13 Change Order

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

1.1.14 Substantial Completion

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

1.1.15 Final Completion

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

1.1.16 Supplemental and Special Conditions

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

1.1.17 Day

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

1.1.18 Knowledge.

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

1.1.19 Punch List

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

1.1.20 Public Works Contracting Minimum Wage

The public works contracting minimum wage shall be equal to one hundred twenty percent of the average hourly wage in a particular locality, as determined by the Missouri economic research and information center within the department of economic development, or any successor agency.

1.1.21 Force Majeure

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

1.2 Specifications and Drawings

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

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

1.2.3 Drawings are intended to show general arrangements, design, and dimensions of work and are partly diagrammatic. Dimensions shall not be determined by scale or rule. If figured dimensions are lacking, they

shall be supplied by the Architect on the Contractor's written request to the Owner's Representative.

1.2.4 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

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

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

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

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

- .1 conditions bearing upon transportation, disposal, handling, and storage of materials;

- .2 the availability of labor, materials, equipment, water, electrical power, utilities and roads;
- .3 uncertainties of weather, river stages, flooding and similar characteristics of the site;
- .4 conditions bearing upon security and protection of material, equipment, and Work in progress;
- .5 the form and nature of the Work site, including the surface and sub-surface conditions;
- .6 the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
- .7 the means of access to the site and the accommodations it may require and, in general, shall be deemed to have obtained all information as to risks, contingencies and other circumstances.
- .8 the ability to complete work without disruption to normal campus activities, except as specifically allowed in the contract documents.

The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.

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

1.3 Required Provisions Deemed Inserted

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

ARTICLE 2 OWNER

2.1 Information and Services Required of the Owner

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

structures, or for permanent changes in existing facilities.

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

2.2 Owner's Right to Stop the Work

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

2.3 Owner's Right to Carry Out the Work

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

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

2.4 Extent of Owner Rights

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

2.4.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

3.1 Contractor's Warranty

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

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

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

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

3.1.5 The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any injury or damages to property of others suffered or incurred on account of any breach of the aforesaid obligations and covenants. The Contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor, or at the option of the University, agrees to pay to or reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

3.2 Compliance with Laws, Permits, Regulations and Inspections

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

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

3.2.3 All fees, permits, inspections, or licenses required by municipality or political subdivision for operation on property not belonging to the Owner, shall be obtained by and paid for by the Contractor. The Contractor, of its own expense, is responsible to ensure that all inspections required by said permits or licenses on property, easements, or utilities not belonging to the Owner are conducted as required therein. All connection charges, assessments or transportation fees as may be imposed by any utility company or others are included in the Contract Sum and shall be the Contractor's responsibility, as stated in 2.1.1 above.

3.2.4 If the Contractor has knowledge that any Contract Documents are at variance with any Laws, including Americans with Disabilities Act – Standards for Accessible Design, ordinances, rules, regulations or codes applying to the Work, Contractor shall promptly notify the Architect and the Owner's Representative, in writing, and any necessary changes will be adjusted as provided in Contract Documents.

However, it is not the Contractor's primary responsibility to ascertain that the Contract Documents are in accordance with applicable Laws, unless such Laws bear upon performance of the Work.

3.3 Anti-Kickback

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

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

3.4 Supervision and Construction Procedures

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

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

3.4.3 The Contractor and each of its Subcontractors of any tier shall submit to the Owner such schedules of quantities and costs, progress schedules in accordance with 3.17.2 of this document, payrolls, reports, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under the Contract.

3.4.4 The Contractor shall be represented at the site by a competent superintendent from the beginning of the Work until its final acceptance, whenever contract work is being performed, unless otherwise permitted in writing by the Owner's Representative. The superintendent for the Contractor shall exercise general supervision over the

Work and such superintendent shall have decision making authority of the Contractor. Communications given to the superintendent shall be binding as if given to the Contractor. The superintendent shall not be changed by the contractor without approval from the Owner's Representative.

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

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

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

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

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

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

3.4.10 The Contractor shall be responsible for all shoring required to protect its work or adjacent property and shall pay for any damage caused by failure to shore or by improper shoring or by failure to give proper notice. Shoring shall be removed only after completion of permanent supports.

3.4.11 The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for students, faculty, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

3.4.12 During the performance of the Work, the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences, and other devices appropriately located on site which shall give proper and understandable warning to all persons of danger of entry onto land, structure, or equipment, within the limits of the Contractor's work area.

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

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

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

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

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

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

3.5 Use of Site

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

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

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

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

3.5.5 The Contractor shall not permit any workers to use any existing facilities at the Work site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner's

Representative governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of Owner's operations. Any request for Work, a suspension of Work or any other request or directive received by the Contractor from occupants of existing buildings shall be referred to the Owner's Representative for determination.

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

3.6 Review of Contract Documents and Field Conditions by Contractor

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

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

3.6.3 The Contractor shall provide, at the proper time, such material as required for support of the Work. If

openings or chases are required, whether shown on Drawings or not, the Contractor shall see they are properly constructed. If required openings or chases are omitted, the Contractor shall cut them at the Contractors own expense, but only as directed by the Architect, through the Owner Representative.

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

3.7 Cleaning and Removal

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

3.8 Cutting and Patching

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

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

3.8.3 If the Work involves renovation and/or alteration of existing improvements, Contractor acknowledges that cutting

and patching of the Work is essential for the Work to be successfully completed. Contractor shall perform any cutting, altering, patching, and/or fitting of the Work necessary for the Work and the existing improvements to be fully integrated and to present the visual appearance of an entire, completed, and unified project. In performing any Work which requires cutting or patching, Contractor shall use its best efforts to protect and preserve the visual appearance and aesthetics of the Work to the reasonable satisfaction of both the Owner's Representative and Architect.

3.9 Indemnification

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

3.9.2 The indemnity obligations of Contractor under this Section 3.9 shall survive termination of this Contract or final payment thereunder. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Owner may in its sole discretion reserve, return or apply any monies due or to become due the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the Owner may release such funds if the Contractor provides the Owner with reasonable assurance of

protection of the Owner's interests. The Owner shall in its sole discretion determine if such assurances are reasonable. Owner reserves the right to control the defense and settlement of any claim, action or proceeding which Contractor has an obligation to indemnify the Indemnitees against under Paragraph 3.9.1.

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

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

3.10 Patents

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

3.10.2 If the Contractor uses any design, device, or material covered by letters patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood, without exception, that the Contract Sum includes and the Contractor shall pay all royalties, license fees or costs arising from the use of such design, device, or material in any way involved in the Work. The Contractor and/or sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or material or any trademark or copyright in connection with Work agreed to be performed under this Contract and shall indemnify the Owner for any cost, expense, or damage it may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

3.11 Materials, Labor, and Workmanship

3.11.1 Materials and equipment incorporated into the Work shall strictly conform to the Contract Documents and representations and approved Samples provided by Contractor and shall be of the most suitable grade of their respective kinds for their respective uses, and shall be fit and sufficient for the purpose intended, merchantable, of good

new material and workmanship, and free from defect. Workmanship shall be in accordance with the highest standard in the industry and free from defect in strict accordance with the Contract Documents.

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

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

3.11.4 The Contractor shall base his bid only on the Contract Documents.

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

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

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

3.11.8 Substitutions

3.11.8.1 A substitution is a Contractor proposal of an alternate product or method in lieu of has been specified or shown in the Contract Documents, which is not an "or equal" as set forth in Section 3.12.1.

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

- .1** Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.
- .2** Reasons the substitution is advantageous and necessary, including the benefits to the Owner

and the Work in the event the substitution is acceptable.

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

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

- .1** Required for compliance with interpretation of code requirements or insurance regulations then existing;
- .2** Unavailability of specified products, through no fault of the Contractor;
- .3** Material delivered fails to comply with the Contract Documents;
- .4** Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
- .5** Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or
- .6** When in the judgment of the Owner or the Architect, a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

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

3.12 Approved Equal

3.12.1 Whenever in the Contract Documents any article, appliance, device, or material is designated by the name of a manufacturer, vendor, or by any proprietary or trade name, the words "or approved equal," shall automatically follow and shall be implied unless specifically indicated otherwise. The standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner's Representative and the Architect they are equal in design, appearance, spare parts availability, strength, durability,

usefulness, serviceability, operation cost, maintenance cost, and convenience for the purpose intended. Any general listings of approved manufacturers in any Contract Document shall be for informational purposes only and it shall be the Contractor's sole responsibility to ensure that any proposed "or equal" complies with the requirements of the Contract Documents.

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

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

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

3.13.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor,

manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

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

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

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

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

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

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

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

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

3.13.12 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals.

The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof. Specifically, but not by way of limitation, Contractor acknowledges that Architect's approval of Shop Drawings shall not relieve Contractor for responsibility for errors and omissions in the Shop Drawings since Contractor is responsible for the correctness of dimensions, details and the design of adequate connections and details contained in the Shop Drawings.

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

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

3.14 Record Drawings

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

3.15 Operating Instructions and Service Manuals

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

- .1** Start-up and Shutdown Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available, they may be

incorporated into the operating manual for reference.

- .2 Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
- .3 Equipment List: List of all major equipment as installed shall include model number, capacities, flow rate, and name-plate data.
- .4 Service Instructions: The Contractor shall be required to provide the following information for all pieces of equipment.
 - (a) Recommended spare parts including catalog number and name of local suppliers or factory representative.
 - (b) Belt sizes, types, and lengths.
 - (c) Wiring diagrams.
- .5 Manufacturer's Certificate of Warranty: Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern.
- .6 Parts catalogs: For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

3.15.2 Submission

- .1 Manuals shall be bound into volumes of standard 8 1/2" x 11" hard binders. Large drawings too bulky to be folded into 8 1/2" x 11" shall be separately bound or folded and in brown envelopes, cross-referenced and indexed with the manuals.
- .2 The manuals shall identify the Owner's project name, project number, and include the name and address of the Contractor and major Subcontractors of any tier who were involved with the activity described in that particular manual.

3.16 Taxes

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

3.16.2 The Contractor shall furnish this certificate to all subcontractors, and any person or entity purchasing materials for the Work shall present such certificate to all material suppliers as authorization to purchase, on behalf

of the Owner, all tangible personal property and materials to be incorporated into or consumed in the Work and no other on a tax-exempt basis. Such suppliers shall provide to the purchasing party invoices bearing the name of the exempt entity and the project identification number. Nothing in this section shall be deemed to exempt from any sales or similar tax the purchase of any construction machinery, equipment or tools used in construction, repairing or remodeling facilities for the Owner. All invoices for all personal property and materials purchased under a Project Tax Exemption Certificate shall be retained by the Contractor for a period of five years and shall be subject to audit by the Director of Revenue.

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

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

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

3.17 Contractor's Construction Schedules

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

3.17.2 The construction schedule shall be in a detailed format satisfactory to the Owner's Representative and the Architect and in accordance with the detailed schedule

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

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

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

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

3.17.4 In the event the Owner's Representative or Architect determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) expediting delivery of

materials, and (4) other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum concerning Extraordinary Measures required by the Owner under or pursuant to this Paragraph 3.17.3. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph 3.17.3 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 Rights of the Owner

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

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

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

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

4.1.5 The Owner's Representative will schedule Work status meetings that shall be attended by representatives of the Contractor and appropriate Subcontractors of any tier.

Material suppliers shall attend status meetings if required by the Owner's Representative. These meetings shall include preconstruction meetings.

4.1.6 The Owner does not allow smoking on University property.

4.2 Rights of the Architect

4.2.1 The Architect will interpret requirements of the Contract Documents with respect to the quality, quantity and other technical requirements of the Work itself within a reasonable time after written request of the Contractor. Contractor shall provide Owner's Representative a copy of such written request.

4.3 Review of the Work

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

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

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

4.4 Claims

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

4.4.2 Claims by Contractor must be made promptly, and no later than within fourteen (14) days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Such notice shall include a detailed statement setting forth all reasons for the Claim and the amount of additional money and additional time

claimed by Contractor. The notice of Claims shall also strictly comply with all other provisions of the Contract Documents. Contractor shall not be entitled to rely upon any grounds or basis for additional money on additional time not specifically set forth in the notice of Claim. All Claims not made in the manner provided herein shall be deemed waived and of no effect. Contractor shall furnish the Owner and Architect such timely written notice of any Claim provided for herein, including, without limitation, those in connection with alleged concealed or unknown conditions, and shall cooperate with the Owner and Architect in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim.

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

4.5 Claims for Concealed or Unknown Conditions

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

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

which the Contractor had the opportunity to make or should have performed in connection with the Project.

4.6 Claim for Additional Cost

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

4.7 Claims for Additional Time

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

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

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

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

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

.2.1 If the Contractor cannot work on a critical path activity due to adverse weather, after implementing all reasonable temporary weather

protection, the Contractor will so notify the Owner's Representative. Each week, the Contractor will notify the Owner's Representative of the number of adverse weather days that it believes it has experienced in the previous week. As provided in the contract, until such time as the weather days acknowledged by the Owner's Representative exceed the number of days of adverse weather contemplated in the Special Conditions, no request for extension of the contract completion time will be considered.

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

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

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

4.8 Resolution of Claims and Disputes

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

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

modify the initial Claim, or (3) notify the Owner's Representative that the initial Claim stands.

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

4.9 Administrative Review

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

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

4.9.3 If the Contractor is not in agreement with the proposal of the Owner's Review Administrator as to the resolution of the claim, the Contractor may file a written appeal with the UM System Contracting Officer, [in care of the Director of Facilities Planning and Development, University of Missouri, 109 Old Alumni Centers, University of Missouri, Columbia, Missouri 65211] within fifteen (15) days after receipt of the Owner's Review Administrator's proposal. The UM System Contracting Officer will call a meeting of the Contractor, the Owner's Representative, and the Owner's Review Administrator by written notice, within thirty (30) days after receipt of the Contractor's written appeal. The Owner's Review Administrator shall provide the UM System Contracting Officer with a copy of the written decision and summary of the review meeting, the Contractor's corrections or comments regarding the summary of the review meeting, and any written documentation presented by the Contractor and the

Owner's Representative at the initial review meeting. The parties may present further documentation and/or present the testimony of any knowledgeable person regarding the claim at the meeting called by the UM System Contracting Officer.

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

ARTICLE 5 SUBCONTRACTORS

5.1 Award of Subcontracts

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

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

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

5.2 Subcontractual Relations

5.2.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor of any tier, to the extent of the Work to be performed by the Subcontractor of any tier, to be bound to

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

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

5.3 Contingent Assignment of Subcontract

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

ARTICLE 6 SEPARATE CONTRACTS AND COOPERATION

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

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

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

6.4 Each Contractor shall be responsible for damage to Owner's or other Contractor's property done by him or persons in his employ, through his or their fault or negligence. If any Contractor shall cause damage to any other Contractor, the Contractor causing such damage shall upon notice of any claim, settle with such Contractor.

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

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

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

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGE ORDERS

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

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

.3 an adjustment, if any, in the Contract time

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

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

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

- .1 By a lump sum proposal from the Contractor and the Subcontractors of any tier, including overhead and profit.
- .2 By a time and material basis with or without a specified maximum. The Contractor shall submit to the Owner's Representative itemized time and material sheets depicting labor, materials, equipment utilized in completing the Work on a daily basis for the Owner's Representative approval. If this pricing option is utilized, the Contractor may be required to submit weekly reports summarizing costs to date on time and material change orders not yet finalized.
- .3 By unit prices contained in the Contractor's original bid and incorporated in the Construction Contract or subsequently agreed upon. Such unit prices contained in the Contractor's original proposal are understood to include the Contractor's overhead and profit. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of the Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

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

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

- .1 Labor: The Contractor's proposal shall include breakdowns by labor, by trade, indicating number of hours and cost per hour for each Subcontractor as applicable. Such breakdowns shall only include employees in the direct employ of Contractor or Subcontractors in the performance of the Work. Such employees shall only include laborers at the site, mechanics, craftsmen and foremen. Payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor or Subcontractors. Any item or expense outside of these categories is not allowed. The expense of performing Work after regular working hours, on Saturdays, Sundays or legal holidays shall not be included in the above, unless approved in writing and in advance by Owner.
- .2 Material, supplies, consumables and equipment to be incorporated into the Work at actual invoice cost to the Contractor or Subcontractors; breakdowns showing all material, installed equipment and consumables fully itemized with number of units installed and cost per unit extended. Any singular item or items in aggregate greater than one thousand dollars (\$1,000) in cost shall be supported with supplier invoices at the request of the Owner's Representative. Normal hand tools are not compensable.
- .3 Equipment: Breakdown for required equipment shall itemize (at a minimum) delivery / pick-up charge, hourly rate and hours used. Operator hours and rate shall not be included in the equipment breakdown. Contractor must use the most cost effective equipment available in the area and should not exceed the rates listed in the Rental Rate Blue Book for Construction Equipment (Blue Book). Contractor shall submit documentation for the Blue Book to support the rate being requested.

7.2 Construction Change Directive

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

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

- .2 By unit prices contained in the Contractor's original proposal and incorporated in the Construction Contract or subsequently agreed upon.
- .3 A method agreed to by both the Owner and the contractor with a mutually agreeable fee for overhead and profit.
- .4 In the absence of an agreement between the Owner and the Contractor on the method of establishing an adjustment of the contract amount, the Owner, with the assistance of the architect, shall determine the adjustment amount on the basis of expenditures by the Contractor for labor, materials, equipment and other costs consistent with other provisions of the Contract. The contractor shall keep and submit to the Owner an itemized accounting of all cost components, either expended or saved, while performing the Work covered under the Construction Change Directive.

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

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

7.3 Overhead and Profit

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

- .1 The overhead and profit charged by the Contractor and Subcontractors shall be considered to include, but not limited to, job site office and clerical expense, normal hand tools, incidental job supervision, field supervision, payroll costs and other compensation for project manager, officers, executives, principals, general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, time-keepers, and other personnel employed whether at the site or in principal or a branch office for general superintendent and administration of the Work.
- .2 The percentages for overhead and profit charged on Change Orders shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved but in no case shall exceed the following:

15% To the Contractor or the Subcontractor of any tier for Work performed with their respective forces or materials purchased

5% To the Contractor on Work performed by other than his forces

5% To first tier Subcontractor on Work performed by his Subcontractor

- .3 The Contractor will be allowed to add 2% for the cost of bonding and insurance to their cost of work. This 2% shall be allowed on the total cost of the added work, including overhead and profit.
- .4 Not more than three mark-ups, not to exceed individual maximums shown above, shall be allowed regardless of the number of tier subcontractors. Overhead and profit shall be shown separately for each subcontractor of any tier and the Contractor.
- .5 On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change in direct cost for the Contractor or Subcontractor of any tier performing the Work.
- .6 The percentages for overhead and profit credit to the Owner on Change Orders that are strictly decreases in the quantity of work or materials shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved, but shall not be less than the following:
Overhead and Profit
7.5% Credit to the Owner from the Contractor or Subcontractor of any tier for Work performed with their respective forces or materials purchased
2.5% Credit to the Owner from the Contractor on Work performed by other than his forces
2.5% Credit to the Owner from the first tier Subcontractor on Work performed by his Subcontractor of any tier

7.4 Extended General Conditions

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

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

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

- .1** For the portion of the direct payroll cost of the Contractor's project manager expended in completing the Work and the direct payroll cost of other onsite administrative staff not included in Article 7.3.1. Direct payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation insurance and other customary and legally required taxes paid by the Contractor;
- .2** Cost of Contractor's temporary office, including temporary office utilities expense;
- .3** Cost of temporary utilities required in the performance of the work;
- .4** Profit not to exceed 5% of the total extended overhead direct costs;

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

7.5 Emergency Work

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

ARTICLE 8 TIME

8.1 Progress and Completion

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

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

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

bonds required by Article 11 to be furnished by the Contractor.

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

8.2 Delay in Completion

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

8.2.2 All time limits stated in the Contract are of the essence of the Contract. However, if the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by the Owner's Representative, by changes ordered in the Work, Force Majeure including but not limited to war, armed conflict, riot, civil commotion or disorder, act of terrorism or sabotage; epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, act of God or natural disaster such as earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, occupation of factories and premises, or any other causes beyond the Contractor's reasonable control which the Owner's Representative determines may justify delay then, upon submission of the Time Impact Schedule Analysis (TIA) justifying the delay called out in Section 4.7 of these General Conditions, the Contract Time may be extended for a reasonable time to the extent such delay will prevent Contractor from achieving Substantial Completion and/or Final Completion within the Contract Time and if performance of the Work is not, was not or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. It shall be a condition precedent to any adjustment of the Contract Time that Contractor provide the Owner's Representative with written notice of the cause of delay within seven (7) days from the occurrence of the event or condition which caused the claimed delay. If a Force Majeure is approved by the Owner as the basis for a delay claim, an adjustment in the contract time to the extent the Force Majeure impacts the schedule is the only remedy. No increase in the contract sum for any reason shall be allowed due to a Force Majeure.

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

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

8.2.5 If the Contractor submits a progress report or any construction schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or

expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied. Further, the Contractor acknowledges and agrees that even if Contractor intends or is able to complete the Work prior to the Contract Time, it shall assert no Claim and the Owner shall not be liable to Contractor for any failure of the Contractor, regardless of the cause of the failure, to complete the Work prior to the Contract Time.

8.3 Liquidated Damages

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Commencement, Prosecution, and Completion

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

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

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

- .1** Contract
- .2** Bond (See Article 11)

- .3 Insurance (See Article 11)
- .4 List of Subcontractors of any tier
- .5 Affirmative Action Plan (see Article 13.4)

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

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

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

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

- .1 Reproducible progress and payment schedule
- .2 Contractor's Schedule of Values
- .3 List of material suppliers
- .4 Itemized breakdown of all labor rates for each classification. Overhead and profit shall not be included. Payroll cost shall include base rate salaries and wages plus the cost of fringe benefits required by agreement or custom and social security contributions, unemployment, payroll taxes and workers' or workmen's compensation

insurance and other customary and legally required taxes paid by the Contractor or Subcontractors. Any item or expense outside of these categories is not allowed. The expense of performing Work after regular working hours, on Saturdays, Sundays or legal holidays shall not be included in the above, unless approved in writing and in advance by Owner.

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

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

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

9.2 Contract Sum

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

9.3 Schedule of Values

9.3.1 Within fifteen (15) days after receipt of the Notice to Proceed, the Contractor shall submit to the Owner's Representative a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner's Representative may require. This schedule, unless objected to by the Owner's Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment. The values set forth in such schedule may, at the Owner's option be used in any manner as fixing a basis for additions to or deletions from the Contract Sum.

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

- .1 Enough detail as necessary to adequately evaluate the actual percent complete of any line item on a

monthly basis, as determined by the Owner's Representative.

.2 Line items, when being performed by a subcontractor or material supplier, shall correlate directly back to the subcontract or purchase order amount if requested by the Owner's Representative.

9.4 Applications for Payment

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

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

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

9.4.4 If approved in writing and in advance by Owner, progress payments may be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Owner may in its sole discretion refuse to grant approval for payments for materials and equipment stored at the Project site but not yet incorporated in the Work. Any approval by Owner for payment for materials and equipment delivered and suitably stored at the site, or stored offsite as noted below, for subsequent incorporation in the Work shall be conditioned upon Contractor's demonstrating that such materials and equipment are adequately protected from weather, damage, vandalism and theft and that such materials and equipment have been inventoried and stored in accordance with procedures established by or approved by the Owner. Nothing in this clause shall imply or create any liability on the part of the Owner for the Contractor's inventory and storage procedures or for any loss or damage to material, equipment or supplies stored on the site, whether incorporated into the work or not. In the event any such loss or damage occurs, the Contractor remains solely responsible for all costs associated with replacement of the affected materials, supplies and equipment including labor and incidental costs, and shall have no claim against the Owner for such loss.

No allowance shall be made in the project pay requests for materials not delivered to the site of the work and incorporated into the work, except as noted below. For

the purposes of this Article, Offsite is defined as any location not owned or leased by the Owner. Contractor shall submit a list of materials that they are requesting payment for offsite storage within 60 days of Notice Proceed.

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

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

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

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

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

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

.7 Upon favorable inspection by the Owner's Representative, the Contractor shall, at the Owner's option, submit the appropriate UCC filing, transferring title of the material or equipment to The Curators of the University of Missouri.

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

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

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

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

9.4.6 The Contractor will be reimbursed for ninety-five percent (95%) of the value of all labor furnished and

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

9.5 Approval for Payment

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

9.6 Decisions to Withhold Approval

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

- .1** defective Work not remedied or damage to completed Work;
- .2** failure to supply sufficient skilled workers or suitable materials;
- .3** third party claims filed or reasonable evidence indicating probable filing of such claims;
- .4** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, Owner may, at its sole option issue joint checks to subcontractors who have presented evidence that it has not been paid in accordance with the Contract;
- .5** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .6** damage to the Owner or another contractor;
- .7** reasonable evidence that the Work will not be completed within the Contract Time or an unsatisfactory rate of progress made by Contractor;
- .8** Contractor's failure to comply with applicable Laws;
- .9** Contractor's or Subcontractor's failure to comply with contract Prevailing Wage requirements; or

.10 Contractor's failure to carry out the Work in strict accordance with the Contract Documents.

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

9.7 Progress Payments

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

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

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

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

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

9.7.6 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor of any tier nor a laborer or employee of Contractor except to the extent required by law. Retainage provided for by the Contract Documents are to be retained and held for the sole protection of Owner, and no other person, firm or corporation shall have any claim or right whatsoever thereto.

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

9.8 Failure of Payment

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

9.9 Substantial Completion

9.9.1 Substantial Completion is the stage in the progress of the Work as defined in Paragraph 1.1.9 as certified by the Owner.

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

9.9.3 At the date of Substantial Completion, the Contractor may apply for, and if approved by Owner's Representative, the Owner, subject to the provisions herein, shall increase total payments to one hundred percent (100%) of the Contract Sum less one hundred fifty percent (150%) of the value of any incomplete Work and unsettled claims, as determined by the Owner's Representative.

9.10 Partial Occupancy or Use

9.10.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when

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

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

9.11 Final Completion and Final Payment

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

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

- .1** Labor costs, prevailing wage rates, fringe benefits and material costs have been paid.
- .2** Subcontractors of any tier and manufacturers furnishing materials and labor for the project have fully completed their Work and have been paid in full.
- .3** The project has been fully completed in accordance with the Contract Documents as modified by Change Orders.
- .4** The acceptance by Contractor of its Final Payment, by check or electronic transfer, shall be and operate

as a release of all claims of Contractor against Owner for all things done or furnished or relating to the Work and for every act or alleged neglect of Owner arising out of the Work.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1 The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.

10.1.2 All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.

10.1.3 In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed

except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

10.2 Safety Of Persons And Property

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

- .1** students, faculty, staff, the public, construction personnel, and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Article 10 caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under Article 10, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are

in addition to the Contractor's other obligations stated elsewhere in the Contract.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment, and enforce the use of such equipment by its employees and its subcontractors of any tier.

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

10.2.8 The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner

10.2.9 The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.

ARTICLE 11 INSURANCE & BONDS

11.1 Insurance

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

11.1.2 The contractor shall not be allowed on the Owners property without proof of the insurance coverages set forth herein

11.2 Commercial General Liability

11.2.1 Contractor shall secure and maintain from the date of the Contract and for a period of at least five (5)

years from the date of Final Completion of the entire Work Commercial General Liability insurance ("CGL") with a combined single limit of not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products and completed operations aggregate and \$1,000,000 personal injury and advertising injury. General Aggregate should apply per project. An umbrella policy may be used to satisfy these limits. If the General Aggregate is not on a per project basis, the contractor shall provide an additional \$2,000,000 general aggregate.

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

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

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

11.2.5 "The Curators of the University of Missouri" shall be endorsed as an "additional insured" under the CGL policy. The additional insured status must be conveyed by using the ISO CG 2 10 (2004) edition or equivalent and the ISO CG 20 37 (2004) edition. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractors' insurance. To confirm, the Endorsement should accompany the insurance certificate.

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

11.3 Licensed for Use Vehicle Liability

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

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

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

11.4 Workers' Compensation Insurance

11.4.1 Contractor shall purchase and maintain workers' compensation insurance and employers' liability insurance which shall protect Contractor from claims for injury, sickness, disease or death of Contractor's employees or statutory employees. The insurance policies required hereunder shall include an "all states" or "other states" endorsement. In case any Work is sublet, Contractor shall require any Subcontractor of any tier to provide the insurance coverages required under this Section 11.4.

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

11.5 Liability Insurance General Requirements

11.5.1 All insurance coverages procured by Contractor shall be provided by agencies and insurance companies acceptable to and approved by Owner. Any insurance coverage shall be provided by insurance companies that are duly licensed to conduct business in the State of Missouri as an admitted carrier. The form and content of all insurance coverage provided by Contractor are subject to the approval of Owner. All required insurance coverages shall be obtained and paid for by Contractor. Any approval of the form, content or insurance company by Owner shall not relieve the Contractor from the obligation to provide the coverages required herein.

11.5.2 All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A-" and financial ratings not lower than "XI" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than \$10,000.00 and shall not be subject to a per-occurrence deductible of more than \$25,000.00. Insurance procured by Contractor covering the additional insureds shall be primary insurance

and any insurance maintained by Owner shall be excess insurance.

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

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

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

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

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

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

11.5.9 If Contractor fails to maintain the insurance required by the Contract Document, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. If Owner is damaged by Contractor's failure to maintain the insurance required by the Contract Documents,

Contractor shall bear all reasonable costs properly attributable to such failure.

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

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

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

11.5.13 It is understood and agreed that the insurance coverages required by the provisions of this Article 11 are required in the public interest and that the Owner does not assume any liability for acts of Contractor or Subcontractors of any tier or their employees in the performance of the Contract or Work.

11.6 Builder's Risk Insurance

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

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

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

the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

11.6.4 The insurance required herein shall be on an all risk form and shall be written to cover all risks of physical loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, frost, water damage, windstorm and freezing.

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

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

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

11.6.7 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors of any tier, suppliers, agents and employees, each of the other, (2) the Architect and Architect's consultants, and (3) separate contractors described in Article 6, if any, and any of their subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.7 or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors of any tier, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.

11.6.8 A loss insured under Contractor's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, subject to requirements of the Contract Documents. The Contractor shall pay Subcontractors of any tier their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors of

any tier to make payments to their Sub-subcontractors in similar manner.

11.7 Bonds

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

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

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

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

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

11.7.6 Contractor shall indemnify and hold harmless the Owner and any agents, employees, representative or member of the Board of Curators from and against any claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of Contractor to procure the bonds required herein.

ARTICLE 12

UNCOVERING AND CORRECTION OF THE WORK

12.1 Uncovering of the Work

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

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

12.2 Correction of the Work

12.2.1 The Architect or Owner's Representative shall have the right to reject Work not in strict compliance with the requirements of the Contract Documents. The Contractor shall promptly correct Work rejected by the Architect or the Owner's Representative for failing to conform to the requirements of the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed, or completed. If Work has been rejected by Architect or Owner's Representative, the Architect or Owner's Representative shall have the right to require the Contractor to remove it from the Project site and replace it with Work that strictly conforms to the requirements of the Contract Documents regardless if such removal and replacement results in "economic waste." Contractor shall pay all claims, costs, losses and damages caused by or resulting from the correction, removal or replacement of defective Work, including but not limited to, all costs of repair or replacement of Work of others. The Contractor shall bear costs of correcting, removing and replacing such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. If prior to the date of final payment, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical,

plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

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

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

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

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

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

12.3 Acceptance of Nonconforming Work

12.3.1 The Owner may accept Work which is not in accordance with the Contract Documents, instead of requiring its removal and correction, in its sole discretion. In Such case the Contract Sum will be adjusted as appropriate and equitable. Such adjustment shall be made whether or not final payment has been made. Nothing contained herein shall impose any obligation upon the Owner to accept nonconforming or defective Work.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Written Notice

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

13.2 Rights and Remedies

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

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

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

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

13.3 Tests and Inspections

13.3.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules or regulations shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and

approvals with an independent testing laboratory or entity acceptable to the Owner, and shall bear related costs of tests, inspections, and approvals. The Contractor shall give the Architect and the Owner's Representative timely notice of when and where tests and inspections are to be made so the Architect and/or the Owner's Representative may observe procedures.

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

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

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

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

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

13.4 Nondiscrimination in Employment Equal Opportunity

13.4.1 The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706) and Executive Order 11758, and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

13.5 Supplier Diversity Goal Program

13.5.1 The Contractor shall subcontract with diverse firms no less than the amount pledged in the Contractor's Bid and/or the amount accepted by the Owner.

13.5.2 If the Contractor must remove any diverse subcontractor of any tier, the Contractor shall replace the diverse subcontractor of any tier with another diverse subcontractor(s) of equal dollar value to the diverse supplier removed. The Contractor shall immediately notify the Owner's Representative in writing of the Contractor's intent to remove any, and the Contractor's plan to maintain subcontracts with diverse firms of no less than amount pledged in the Contractor's Bid and/or the amount accepted by the Owner. All changes of diverse subcontractor of any tier shall be approved by the Director of Facilities Planning & Development.

13.5.3 If the Contractor fails to meet or maintain the contractor's Supplier Diversity subcontracting pledge, the Contractor shall immediately notify in writing the Owner's Representative, and the Director of Facilities Planning & Development. Such notice shall include a description of the Contractor's good faith effort to comply with their Supplier Diversity subcontracting pledge.

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

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

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

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

13.5.6 In the enforcement of this non-discrimination requirement, the Owner may use any reasonable procedures available, including but not limited to: requests, reports, site visits, and inspection of relevant documents of Contractors and Subcontractors of any tier. The contractor shall submit a final Affidavit of Supplier Diversity Participation for each diverse firm at the end of the project stating the actual amount paid to the diverse firm.

13.6 Wage Rates (If the contract amount is less than \$75,000, the requirements of this section will not apply. Any contract adjustments that increase the contract above \$75,000 will be subject to this section.)

13.6.1 The Contractor shall pay workers employed in the execution of this contract in full each week and not less than the predetermined wage rates and overtime for work of a similar character that have been made a part of this Contract. These rates are determined by the University of Missouri Director of Facilities Planning and Development. The rates are based on wage rates published in the Annual Wage Orders of the Missouri Department of Labor and Industrial Relations (MDLIR). The Contractor is to use MDLIR 8 CSR 30-3.020; .030; .040, .060 in determining the appropriate occupational titles and rates for workers used in the execution of this contract. All determinations and/or interpretations regarding wage rates and classification of workers will be made by the office of the University of Missouri Director

of Facilities Planning and Development. The Contractor is responsible for the payment of the aggregate of the Basic Hourly Rate and the Total Fringe Benefits to the workers on the project. Fringe benefit payments may be made to the worker in cash, or irrevocably made by a Contractor or Subcontractor to a trustee or to a third person pursuant to a fund, plan or program, or pursuant to an enforceable commitment, or any combination thereof, to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the Contractor or Subcontractor is not required by other federal or state law to provide any of the benefits as referenced in §290.210(5) RSMo 1994. Pay for travel, mileage, meals, bonuses, or other expenses are not fringe benefits and cannot be considered part of the workers wage rate. The Contractor shall not make any deductions for food, sleeping accommodations, transportation, use of small tools, uniforms, or anything of any kind or description, unless the Contractor and employee enter into an agreement in writing at the beginning of the worker's term of employment, and such agreement is approved by the Owner. In the event the contract contains more than one wage determination the Contractor shall comply with both.

13.6.2 The Contractor shall submit to the Owner with the Contractor's periodic pay request, certified payroll records for labor performed by the Contractor and Subcontractors of any tier. The Contractor shall submit all required certified payroll information records electronically in pdf format using the Owner's web-based payment program. The certified payroll forms shall contain the name, address, personal identification number, and occupational title of the workers as well as the hours they work each day. The Owner's acceptance of certified payroll records does not in any way relieve the Contractor of any responsibility for the payment of prevailing wages to workers on the project. The Contractor shall also maintain copies of the certified payroll records. The Owner may, at any time, request copies of, and/or inspect all of the Contractor's payroll records for the Work to verify compliance. The Contractor shall furnish the Owner copies of payroll records within 10 days of the Owner's written request. The Contractor shall provide copies of workers I-9 forms within 24 hours of written notice. (If applicable, and required by Owner, the Contractor will demonstrate that the Contractor is enrolled and participating in a federal work authorization program with respect to the employees working in connection with this project.) Such payroll records shall be maintained in accordance with Article 13.7.1 and shall be available for inspection for two (2) years after final completion of the Work. The contractor further agrees, in the event the records are not presented as

requested, he will abide by any decision made by the Owner regarding underpayment of wages to workers and amounts owed them as well as liquidated damages for underpayment of wages. Falsification of the certified payroll records may result in the debarment of the contractor or subcontractor from future work with the University.

13.6.3 The acquisition of products or services is subject to the supplier's conformance to the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Ch. 60).

13.6.4 The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), which are incorporated herein by reference. In addition, the Weekly Statement of Compliance required by these Regulations shall also contain a statement that the applicable fringe benefits paid are equal to or greater than those set forth in the minimum wage decision.

13.6.5 Contractor acknowledges that violation of the requirements of Article 13.6 result in additional costs to Owner, including, but not limited to, cost of construction delays, of additional work for Owner's staff and legal expense. The cost of Contractor's violation of the provisions of Article 13.6 would be and is difficult to determine and establish. In the event that Contractor fails to comply with the provisions of this Article 13.6, Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of Fifty Dollars (\$50.00) per day per individual who is paid less than the applicable prevailing wage, to approximate the investigative cost resulting to the Owner for such violations. To approximate the delay costs, Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100.00) per day for each day the Contract cannot be closed out and final payment made because of Contractor's failure to comply with the provisions of this Article 13.6. Such liquidated damages shall be collected regardless of whether the Work has been completed. The liquidated damages and other amounts set forth in this Article 13.6 shall be in addition to all other liquidated damages the Owner may be entitled to as set forth in the Contract Documents.

13.6.6 The Owner may deduct liquidated damages described Article 13 and the amounts set forth in Article 13 from any unpaid amounts then or thereafter due the Contractor under the Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner.

13.6.7 The Contractor shall specifically incorporate the obligations of Article 13 into the subcontracts, supply agreements and purchase orders for the Work and require the same of any Subcontractors of any tier.

13.6.8 Contractor acknowledges and recognizes that a material factor in its selection by the Owner is the Contractor's willingness to undertake and comply with the requirements of this Article 13.6. If Contractor fails to comply with the provisions of this Article 13.6, Owner may, in its sole discretion, immediately terminate the Contract upon written notice. The rights and remedies of Owner provided herein shall not be exclusive and are in addition to other rights and remedies provided by law or under this Contract.

13.6.9 Only such workers who are individually registered in a bona fide apprenticeship program approved by the U.S. Department of Labor, Office of Apprenticeship can be paid less than the journeyman rate of pay. "Entry Level Workers; must be registered apprentices. The apprenticeship ratio will be one to one with a journeyman of the same classification. Any worker not registered as an apprentice per this section will be paid as a journeyman.

13.6.10 The Contractor shall post the wage rates for the contract in a conspicuous place at the field office on the project. On projects where there is no field office the Contractor may post the wage rates at their local office, as long as they provide a copy of the wage rates to a worker upon request. The wage rates shall be kept in a clearly legible condition for the duration of the project.

13.6.11 Neither the Contractor, nor any Subcontractor of any tier, nor any person hired by them or acting on their behalf, shall request or demand that workers pay back, return, donate, contribute or give any part, or all, of said workers wages, salary, or any thing of value, upon the statement, representation or understanding that failure to comply with such request or demand will prevent such worker from procuring or retaining employment. The exception being to an agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

13.6.12 No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on this project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in contract. In the event a wage subsidy, bid supplement, or rebate is provided or received, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the University within thirty days of receipt of payment. This disclosure report shall be a matter of public record. Any employer not in compliance with this Article shall owe to the University double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate for each hour that work was performed.

13.6.13 Time and one half overtime will be paid on all hours over 10 hours per day or 40 hours per week. The wage rate is the total of the “Basic Hourly Rate” plus “Total Fringe Benefits” or the “public works contracting minimum wage”. For all work performed on a Sunday or Holiday, not less than twice the prevailing hourly rate of pay or public works contracting minimum wage will apply. Holidays are as follows: January first, the last Monday in May, July fourth, the first Monday in September, November 11, the fourth Thursday in November, December twenty-fifth. If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

13.7 Records

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

13.8 Codes and Standards

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

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

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

13.9 General Provisions

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

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

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

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

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

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

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

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

13.10 Certification

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

13.10.2 If this contract is for \$100,000 or more, and if the Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms

"company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by Owner for Cause

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

- .1** refuses or fails to supply enough properly skilled workers, superintendents, foremen, or managers;
- .2** refuses or fails to supply sufficient or proper materials;
- .3** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .4** disregards laws, ordinances, rules, or regulations or orders of a public authority having jurisdiction;
- .5** disregards the authority of the Owner's Representative or Architect;
- .6** breaches any warranty or representations made by the Contractor under or pursuant to the Contract Documents;
- .7** fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .8** fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents;
- .9** fails to maintain a satisfactory rate of progress with the Work or fails to comply with approved progress schedules; or
- .10** violates in any substantial way any provisions of the Contract Documents.

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

- .1** take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2** accept assignment of subcontracts pursuant to Paragraph 5.3; and
- .3** finish the Work by whatever reasonable method the Owner may deem expedient, including turning the Work over to the surety.

14.1.3 The Contractor, in the event of a termination under Section 14.1, shall not be entitled to receive any further payments under the Contract until the Work is completed in its entirety. Then, if the unpaid balance under the Contract shall exceed all expenses of the Owner in finishing the Work,

including additional compensation for the Architects services and expenses made necessary thereby, such excess will be paid to the Contractor; but, if such expenses of Owner to finish the Work shall exceed the unpaid balance, the Contractor and its surety shall be liable for, and shall pay the difference and any damages to the Owner. The obligation of the Contractor and its surety for payment of said amounts shall survive termination of the Contract.

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

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

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

14.2 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor in whole or in part is responsible, or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

14.3 Owner's Termination for Convenience

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

14.3.2 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in

accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

- .1 cease operation as specified in the notice;
- .2 place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete Work not terminated;
- .3 terminate all subcontracts and orders to the extent they relate to the Work terminated;
- .4 proceed to complete the performance of Work not terminated; and
- .5 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

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

14.3.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

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

SECTION 1.A

BID FOR LUMP SUM CONTRACT

Date: _____

BID OF _____
(hereinafter called "Bidder") a corporation* organized and existing under laws of the State of _____,
a partnership* consisting of _____,
an individual* trading as _____,
a joint venture* consisting of _____.

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

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

1. Bidder, in compliance with invitation for bids for construction work in accordance with Drawings and Specifications prepared by Planning, Design, and Construction, entitled "Animal Science Research Center – Central Fume Hood Exhaust System", project number CP211451, dated October 7, 2021 having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri's tax exemption status, incurred in performing work required under Contract documents, of which this Bid is a part.

Bidder acknowledges receipt of following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

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

3. BID PRICING

a. Base Bid:

The Bidder agrees to furnish all labor, materials, tools, and equipment required to provide and install a centralized manifold exhaust system for fume hoods; all as indicated on the Drawings and described in these Specifications for sum of: _____
_____ DOLLARS (\$_____).

4. PROJECT COMPLETION

- a. Contract Period - Contract period begins on the day the Contractor receives unsigned Contract, Performance Bond, Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Bidder agrees to complete project within two hundred (200) calendar days from receipt of aforementioned documents. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder.
- b. Commencement - Contractor agrees to commence work on this project after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed Contract documents listed in paragraph 4.a. above.

5. SUPPLIER DIVERSITY PARTICIPATION GOALS

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

- c. The Undersigned proposes to perform work with following Supplier Diversity participation level:

MBE PERCENTAGE PARTICIPATION:

_____ percent (_____%)

WBE, DBE, and/or VETERAN PERCENTAGE PARTICIPATION

_____ percent (_____%)

SDVE PERCENTAGE PARTICIPATION:

_____ percent (_____%)

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

6. BIDDER'S ACKNOWLEDGMENTS

- a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required thereunder, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.
- b. Bidder agrees that bid shall not be withdrawn for a period of ninety (90) days after scheduled closing time for receipt of bids.
- c. Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in bidding.
- d. Accompanying the bid is a bid bond, or a certified check, or an irrevocable letter of credit, or a cashier's check payable without condition to "The Curators of the University of Missouri" which is an amount at least equal to five percent (5%) of amount of largest possible total bid herein submitted, including consideration of Alternates.
- e. Accompanying the bid is a Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. Owner does not maintain Bidder's Statements of Qualifications on file.

- f. It is understood and agreed that bid security of two (2) lowest and responsive Bidders will be retained until Contract has been executed and an acceptable Performance Bond and Payment Bond has been furnished. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance/Payment Bond as required by Contract Documents, accompanying bid security will be realized upon or retained by Owner. Otherwise, the bid security will be returned to the undersigned.

7. BIDDER'S CERTIFICATE

Bidder hereby certifies:

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

END OF BIDDER'S CERTIFICATE

8. BIDDER'S SIGNATURE

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

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

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

END OF SECTION

SECTION 1.E

SPECIAL CONDITIONS

1. DEFINITIONS

a. "Drawings"

Drawings referred to in and accompanying Project Manual consist of Drawings prepared by and bearing name of below defined Architect, bearing Date of August 4, 2021, entitled "Animal Science Research Center – Central Fume Hood Exhaust System", project number CP211451.

b. Architect / Engineer Planning, Design, and Construction Campus Facilities University of Missouri Columbia, MO 65211 (573) 882-6800

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

2. SPECIAL SCHEDULING REQUIREMENTS

a. All critical submittals, including exhaust fan unit, fume hoods, and metal laboratory casework shall be submitted within fifteen (15) calendar days from the contract award.

b. On-site construction will not begin for the first sixty (60) calendar days, of the two hundred (200) calendar days, contract period.

(1) Work shall be continuous with no down time.

(2) Normal working hours are defined as weekdays between the hours of 7:30 and 4:00.

(3) The occupancy and use of individual rooms/laboratories/occupied spaces within the work scope shall not be interrupted for more than fourteen (14) concurrent calendar days at any time without prior coordination and approval of the user and owner's representative.

(4) The occupancy and use of rooms/laboratories S142 and S143 shall not be interrupted during normal working hours without prior mutual agreement of the occupant and owner's representative. All work within these rooms shall be performed as after-hours work.

- (5) Immediately following substantial completion, the Contractor shall immediately furnish all required close-out paperwork and final pay application materials not later than May 30, 2022.

3. SCOPE OF WORK

- a. The Contractor shall furnish all labor, materials, tools, equipment necessary for, and incidental to, construction of this project as indicated on Drawings and specified herein.
- b. Work shall include everything requisite and necessary to finish work properly, notwithstanding that every item of labor or materials or accessories required to make project complete may not be specifically mentioned.
- c. General Description of Work: Provide and install centralized, roof mounted exhaust fan and associated duct/distribution on the Animal Science Research Center to accommodate exhaust needs for fume hoods located throughout the facility.

4. LOCATION

- a. Work shall be performed under this Contract on campus of the University of Missouri - Columbia, at the Animal Science Research Center, 920 East Campus Dr.

5. NUMBER OF CONSTRUCTION DOCUMENTS

- a. The Owner's Representative will furnish the Contractor a copy of executed Contract and a complete set of Drawings and Specifications in PDF format.
- b. The Owner will provide electronic data files to the Contractor for their convenience and use in progressing the Work and the preparation of shop drawings or other submittal requirements required for construction of the referenced project. The electronic data files shall reflect Construction Documents and Bid Addenda only. These files will be transmitted subject to the following terms and conditions:
 - (1) The Owner makes no representation as to the compatibility of these files with the Contractor's hardware or software.
 - (2) Data contained on these electronic files shall not be used by the Contractor or anyone else for any purpose other than as a convenience in progressing the Work or in the preparation of shop drawings or other required submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at their own sole risk and without liability or legal exposure to Owner. The Contractor agrees to make no claim and hereby waive, to the fullest

extent permitted by law, any claim or cause of action of any nature against the Owner and its consultants, contractors, agents, employees, and representatives that may arise out of or in connection with the use of the electronic files transmitted.

- (3) Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner and its consultants, contractors, agents, employees, and representatives, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.
- (4) These electronic files are not contract documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. The Owner makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by the Consultant and the electronic files, the signed and sealed hard-copy construction documents shall govern. The Contractor is responsible for determining if any conflict exists. By use of these electronic files, the Contractor is not relieved of their duty to fully comply with the contract documents.
- (5) Because information presented on the electronic files can be modified, unintentionally or otherwise, the Owner reserves the right to remove all indications of ownership and/or involvement from each electronic display.
- (6) Under no circumstances shall delivery of the electronic files be deemed a sale by the Owner and no warranties are made, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner be liable for any loss of profit, or any consequential damages as a result of use or reuse of these electronic files.

6. SUBMITTALS

- a. The Contractor shall submit for approval to the Architect, equipment lists and Shop Drawings, as expediently as possible. Failure of the Contractor to submit Shop Drawings in a timely manner will result in the Owner holding back Contractor payments. (See General Conditions)
- b. The material and equipment lists shall be submitted and approved before any material or equipment is purchased and shall be corrected to as-built conditions before the completion of the project.

- c. The Contractor shall submit electronic versions of all required Shop Drawings, material and equipment lists. The Contractor shall upload all Shop Drawings to a secure information sharing website determined by the Owner notifying the Owner and Consultant that these shop drawings are available for review. Each submittal shall have the General Contractors digital stamp affixed to the first page signifying their review and acceptance. Review comments, approvals, and rejections will be posted on this same site with notification to the contractor. Submittals requiring a professional seal shall be submitted hard copy with a manual seal affixed.
- (1) The Contractor shall identify each submittal item with the following:
- (a) Project Title and Location
 - (b) Project Number
 - (c) Supplier's Name
 - (d) Manufacturer's Name
 - (e) Contract Specification Section and Article Number
 - (f) Contract Drawing Number
 - (g) Acrobat file name: Spec Section_Times Submitted-Spec Title:
(Example - 033000 _01-Cast In Place Concrete.pdf)
- (2) Reference the accompanying Shop Drawing and Submittal Log at the end of this section (1.E.4) for required submittal information.
- d. The Contractor shall submit to the Architect one (1) electronic copy, in PDF form of all required Operating Instructions and Service Manuals with one PDF file per specification division for the Architect's and the Owner's sole use prior to completing 50% of the adjusted contract. Payments beyond 50% of the contract amount may be withheld until all Operating Instructions and Service Manuals are received as referenced in the accompanying Operating Instructions and Service Manual Log at the end of this section (1.E.5).
- e. The Contractor shall submit to the Owner's Representative all items referenced in the accompanying Closeout Log (1.E.6) within 30 days following substantial completion of the work. The Owner's Representative will maintain the closeout log and include as an agenda item at all coordination meetings.

7. NOTIFICATION

- a. Before beginning Demolition Work or service outages, the Contractor shall provide, at minimum, seventy-two (72) hours advance notice to Owner's Representative for purpose of verifying utility locations including, but not limited to, gas, telecommunications, electric, water, steam, sewer, and nitrogen. Contractor shall minimize the number of outages, minimize the length of outages and related work shall be continuous until the utility is restored.

8. USE OF PREMISES

- a. Access: Access to construction site shall be as indicated on Drawings and as directed by the Owner's Representative.
- b. Parking:
 - (1) The Owner will issue Contractor two (2) service vehicle parking permits for use in University Parking lot AV6. The permits will be issued at no cost to the contractor up to the contract completion date. After the contract completion date, the permits will be re-issued on an as available basis at the contractors' expense. These permits are to be used for general contractor or subcontractor owned and labeled vehicles only. Personal vehicles are prohibited from use of these permits. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
 - (2) Parking of personal vehicles within project access/lay down/staging areas is prohibited. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
 - (3) Parking or driving on sidewalks, landscaped areas, within fire and service lanes or generally in areas not designated for vehicular traffic is prohibited except as allowed in the contract documents. Violation of this requirement may result in ticketing and/or towing at the vehicle owner's expense and suspension of progress payments.
 - (4) Free parking for contractor employees is available in the Ashland Road Contractor lot on an as available basis. This space is for use by contractor employees for parking their personal vehicles only and is not to be used for staging or storage.
 - (5) Vendor Permits may be purchased by contractor management personnel on an as available basis by contacting the Parking and Transportation office in the General Services Building. These permits will allow contractor management personnel to park in various University lots while conducting business on University construction projects.
 - (6) Temporary University parking permits may be purchased by contractor employees for use with their personal vehicles on an as available basis by contacting the Parking and Transportation office in the General Services Building.
 - (7) Conley Avenue between Missouri Avenue and University Avenue and Hitt Street between University Avenue and the Memorial Union

are designated for pedestrian use only during the work week between the hours of 8:15 AM and 3:45 PM. Unless otherwise indicated in the contract documents, this area is strictly off limits to vehicular traffic without authorization from the Owner's Representative.

- c. Storage of materials: The Contractor shall store all materials within project limits. The Contractor shall confine apparatus, materials, and operation of workers to location established by the Owner's Representative. The Contractor shall not unreasonably encumber premises with materials. In addition, storage trailer locations may be available within 1-1/2 miles of project site as directed by the Owner's Representative. Storage trailer locations shall be subject to approval by the Owner's Representative and are available to the Contractor without cost.
- d. Utilities: Drinking water, water required to carry on work, and 120 volt electrical power required for small tool operation may be obtained without cost to the Contractor from existing utilities at locations designated by the Owner's Representative. Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Contractor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner's Representative, at no cost to the Owner.
- e. Restroom: Existing toilet facilities within Project Limits or Restrooms designated by the Owner's Representative for use by the Contractor will be available. Failure of the Contractor to maintain restrooms in a clean condition will be cause for the Contractor's discontinued use of the restroom.
- f. Smoking is prohibited at the University of Missouri and all properties owned, operated, leased or controlled by the University of Missouri. Violation of the policy is defined as smoking any tobacco products, including e-cigarettes.
- g. Landfill: The Contractor shall not use the Owner's landfill. Dumping or disposal of excavated or demolition materials on Owner's property shall not be permitted. The Contractor shall remove and legally dispose of excavated or demolished materials off the Owner's property.
- h. Care of Project Work Site: The contractor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner's Representative.
- i. Discharge to Sewer Request: The University of Missouri's MS4 permit and NPDES Storm Water Discharge Permits along with the City of Columbia's POTW Operating Permit as well as local ordinances, and state and federal environmental regulations prohibit hazardous materials from being

disposed into either the storm water or sanitary sewer systems. Unless specifically approved, all chemical products such as paints, dyes, lawn care products, maintenance products, and oil is are prohibited from drain disposal. Any product, including contaminated water, being discarded into the storm water or sanitary sewer systems requires written approval from the Owner through a formal "Discharge to Sewer Request" form obtained at Discharge to Sewer Request Form. The contractor should submit the form to the Owner's Representative, not to the Department of Environmental Health and Safety as the form indicates.

- j. All concrete waste material including washout water shall be totally contained and removed from the Owner's property.
- k. **Artifacts Found During Construction:** Contractor shall immediately notify the Owner's Representative when artifacts are uncovered or found during the demolition or construction process. Artifacts include, but are not limited to, tools, drawings (construction or other), photographs, books and other objects/devices which may hold historical importance/significance. Do not remove or disturb the object(s) in question. Artifacts are not considered part of demolished materials and shall remain the property of the University of Missouri.
- l. **Permit Required Confined Space" Entry Communication and Coordination:** (See OSHA 1926 subpart aa – Construction Confined Space for the definition of "permit required confined spaces" - Note: OSHA does not apply to the University. However, the University will provide a list of all known "permit required confined spaces")

The following are the known locations of "permit required confined spaces" currently identified within the project limits:

Permit Required Confined Space" Entry Communication and Coordination: (See OSHA 1926 subpart aa – Construction Confined Space for the definition of "permit required confined spaces" - Note: OSHA does not apply to the University. However, the University will provide a list of all known "permit required confined spaces")

There are no known "permit required confined spaces" within the project limits. Each contractor shall conduct a survey to confirm whether or not any confined spaces exist within the project limits. It is incumbent upon each contractor to list all "permit required spaces".

The Contractor shall notify the Owner's Representative if 1) conditions change resulting in a non-permit required confined space being reclassified to a "permit required confined space" after evaluation of the space by a competent person; 2) a space previously thought to be non-permit required space is classified as a "permit required confined space";

or 3) during the course of construction a "permit required confined space" is created after evaluation by a competent person.

The Contractor shall submit to the Owner's Representative a copy of the cancelled confined space entry permit and a written report summarizing the permit space program followed and all hazards confronted or created during entry operations. This information shall be submitted within one week of cancelling the permit.

9. PROTECTION OF OWNER'S PROPERTY

- a. The Contractor shall be responsible for repair of damage to building exterior and interior, drives, curbs, streets, walks, grass, shrubbery and trees, which was caused by workmen or equipment employed during progress of work. All such repairs shall be made to satisfaction of the Owner's Representative, at no cost to the Owner, or reimburse the Owner if the Owner elects to make repairs. For landscape damage, the Owner shall make such repairs. Compensation for these repairs shall be determined by the Owner's Representative using the "Valuation of Landscape Trees, Shrubs, and other Plants" as published by the International Society of Arboriculture, as last revised.
- b. Construction Project Fencing:
 - (1) Fencing requirements, as indicated on Drawings, shall be constructed of 9 or 11-gauge chain link not less than six (6) feet in height and not more than 2-inch mesh with posts spaced not more than ten (10) feet apart and all posts shall be sufficiently secured to maintain proper and adequate support of fence.
 - (2) Using existing landmarks, lamp posts, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner's Representative.
 - (3) Use of ribbon, snow fence, chicken wire, rope, and wooden barricades as fencing is prohibited.
 - (4) Fencing shall be maintained in an "as-installed" condition throughout the life of the project.
 - (5) The Contractor may use used fencing provided it is in good condition and is satisfactory to the Owner's Representative.
- c. Preserving and Protecting Existing Vegetation:
 - (1) Protection and compensation for damages:
 - (a) Trees and shrubs within work area designated to remain shall

be protected from damage during construction by fencing or armoring as indicated on Drawings or specified herein. Plant protection devices shall be installed before work has begun and shall be maintained for duration of work unless otherwise directed by Owner's Representative.

- (2) Plants within work area designated for removal shall be removed by Contractor.
- (3) To prevent compaction of soil over tree roots, vehicles or equipment shall not at any time park or travel over, nor shall any materials be stored within drip line of trees designated to remain.
- (4) Owner's Representative will stop work immediately when proper measures are not being employed to protect trees and shrubs. Contractor will be notified to resume work after required protection measures are implemented
- (5) Pruning of limbs necessary to repair damage or provide clearance for work shall be done by the MU Landscape Services Department at the direction of the Owner's Representative. Limbs shall be cut off cleanly and cut surfaces treated according to established horticultural standards.

10. SUBSTITUTIONS and EQUALS

- a. Substitutions are defined in General Conditions article 3.11.8 for and Equals are defined General Conditions Article 3.12.
- b. Use of materials, products or equipment other than those named and described in the Contract Documents are substitutions and/or equal. Substitutions and/or equals submitted during the bidding period shall be received by both the Architect and the Owner at least ten calendar days prior to the date for receipt of bids. To be considered, bidder's proposal shall include a complete description of the proposed substitution and/or equal and a comparison of significant qualities of the proposed substitution and/or equal with those specified including drawings, performance and test data, and other information necessary for an evaluation. The Architect's decision on the approval or disapproval of a proposed substitution and/or equal shall be final.
- c. If the Architect and Owner approve a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

11. CODES AND STANDARDS

- a. The Contractor shall comply with applicable codes and standards as listed

in General Conditions.

12. PRE-BID INSPECTION

- a. All pre-bid inspections of work areas shall be scheduled with pre-bid inspection guide, telephone: (573) 882-2228.

13. EXISTING ROOF COATING

- a. The existing roof is covered with a reflective roof coating recently installed in 2020. The contractor shall make every effort to protect the existing roof surface throughout the duration of construction. Modification to the roof coating and related surface shall be per the plans and specifications and coordinated with the owner's representative to allow for the owner to apply additional coating to newly installed curbs, and duct supports.

- b. Roof Protection

- (1) Arrange work sequence to avoid use of recently coated existing roofing surface for storage, walking surface, and equipment movement. Where such access is absolutely required as part of the work scope, the Installer shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent Roofing areas.
- (2) The Installer shall provide a suitable temporary protective surface for all roofing areas which will receive construction traffic or construction of equipment during all phases of the roofing project.
- (3) During the course of construction, should there be any damage created by the construction work scope to the existing roofing membrane and/or roofing system, the Contractor is to immediately notify the Owner's Representative. All damages are to be repaired according to the Owner's representative's recommendations. The "party" responsible for the roofing damages shall bear the total cost for the repairs.

14. MODIFICATION TO INFORMATION FOR BIDDERS

- a. Information to Bidders:

- (1) Referenced Information to Bidders, Page IFB/6.
Add new Article 15.9.2 as follows:

15.9.2.1 Within 48 hours of the receipt of bids, the apparent low bidder shall submit to the Director of Facilities Planning and Development an "Affidavit of Supplier Diversity Participation" for

every diverse subcontractor or supplier the bidder intends to award work to on the contract. The affidavit will be signed by both the bidder and the diverse firm.

15. MODIFICATIONS TO GENERAL CONDITIONS

a. General Conditions:

- (1) Add to the Insurance Requirements in General Conditions Article 11, Asbestos Liability Coverage, for specified asbestos abatement in the contract documents, in a limit no less than \$1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined. The Owner will accept coverage from the Asbestos Removal Subcontractor in lieu of the General Contractor subject to all requirements set forth in article 11.

16. PROJECT SCHEDULING

- a. The project scheduling specification for the project are included immediately after the Special Conditions. For this project the Contractor shall meet the following scheduling requirements.

- (1) Option #1 - Contractor Schedule (Small Projects only): Contractor is responsible for the schedule and must comply with the Owner's requirements. See Contractor Schedule Specification included in these documents.

17. BUILDING SYSTEM COMMISSIONING

- a. Contractor shall provide all personnel and equipment required to complete the commissioning activities referenced in the Commissioning Plan. The requirements of the commissioning plan shall be completed in their entirety before substantial completion and submitted as referenced in the Closeout Log.
- b. The contractor shall designate a competent person, separate from the superintendent or project manager, to act as the contractor's commissioning coordinator. The commissioning coordinator is responsible for planning, scheduling, coordinating, conducting and verifying all commissioning activities required by the commissioning plan and ensuring all building systems are complete, operable and ready for use by the Owner. At a minimum, building ventilation systems, chilled/hot water generation systems, hydronic distribution systems, power distributions systems and fire detection and alarm systems, as applicable.

18. GENDER NEUTRAL SIGNAGE

- a. All contractor installed signs including signs referenced in General Conditions articles 3.5.3 and 10.2.3 shall be gender neutral in wording.

19. HOT WORK PERMITTING AND GENERAL REQUIREMENTS

- a. Hot work Requirements: The contractor shall comply with the following hot work requirements and the requirements of the International Fire Code and 2014 NFPA 51B.
- b. Hot work shall be defined as any work involving burning, welding, grinding, cutting, or similar operations that are capable of initiating fires or explosions.
- c. The Contractor shall utilize the hot work permit decision tree and permit provided in the 2014 NFPA 51B for all Hot Work operations.
- d. A hot work permit shall be used on all hot work performed outside a designated hot work area. The hot work permit shall be posted and clearly visible within proximity of the hot work area. The hot work permit authorizing individual (PAI) shall be as designated by the Contractor.
- e. Notify the Owner's Representative 24 hours prior to starting hot work in buildings with operational fire alarm or fire suppression systems. The Owner's Representative will coordinate the appropriate system outage with Campus Maintenance personnel.
- f. Unless otherwise instructed by the Owner's Representative, the Contractor shall post a copy of each completed hot work permit to the Owner's project management file system the following business day.

20. GENERAL REQUIREMENTS FOR CRANE AND HOISTING OPERATIONS

- a. All crane and hoisting operations shall be performed in compliance with OSHA 29 CFR 1926. All Operators, riggers, and signal persons must have the proper qualifications and training necessary to perform the intended hoisting activities for this project.
- b. Only fully certified and evaluated Operators shall perform equipment operations. Operators in an "Operator in Training" status shall not be used.
- c. Submittal requirements:
 - 1. Submit copies of Operator certifications, licenses, and evaluations to the Owners Representative.
 - 2. Submit Rigger and Signal Person qualifications to the Owners Representative.

3. Unless otherwise directed by the Owners Representative, submit a lift plan, and conduct a lift coordination meeting for hoisting or crane operations for any lift greater than 2,000 pounds, or for any multi pick lift. Include protective measures for existing underground utilities, occupied buildings, pedestrian and vehicle pathways, adjacent buildings, and overhead power lines. If the lift is to occur over an occupied building, provide a registered structural engineer's review and verification that the building can resist the impact of a dropped load for the intended lift. If evacuation of an occupied building is necessary to conduct the lift, the decision for building evacuation or scheduling the lift for off-hours will be determined by the Owner.

21. CONSTRUCTION WASTE MANAGEMENT

- a. The goal of Construction Waste Management is to divert construction waste from the sanitary landfill. This shall be accomplished through reuse, recycling and/or salvage of non-hazardous construction and demolition debris to the greatest extent practical. Track and report all efforts related to reuse, recycling and/or salvage of materials from the project (including clean fill material). Report all material types and weights, where material was diverted, type of diversion, documentation (e.g.: waste tickets) of this diversion, and applicable dates. In order to calculate the diversion percentage, total weights of all landfill material (non-hazardous) must also be reported.

This information shall be updated monthly with final submission prior to project substantial Completion. Copies of all applicable receipts, tickets and tracking logs shall be uploaded to the Owner's information sharing website or reported as required by the project manager. Tracking logs shall be reported in tabular form utilizing the MU Construction Waste Management Worksheet.

<https://operations.missouri.edu/facilities/contractor-information>

END OF SECTION

SECTION 1.E.1

SCHEDULING SPECIFICATION

Option #1

1. GENERAL

- a. Time is of the essence for this contract. The time frames spelled out in this contract are essential to the success of this project. The University understands that effective schedule management, in accordance with the General Conditions and these Special Conditions is necessary to insure to that the critical milestone and end dates spelled out in the contract are achieved.
- b. Related Documents
Drawings and general provisions of the Contract, including General Conditions' Article 3.17 shall apply to this Section.
- c. Stakeholders
A Stakeholder is anyone with a stake in the outcome of the Project, including the University, the University Department utilizing the facility, the Design Professionals, the Contractor and subcontractors.
- d. Weather
 - (1) Contractor acknowledges that there will be days in which work cannot be completed due to the weather, and that a certain number of these lost days are to be expected under normal weather conditions in Missouri.
 - (2) Rather than speculate as to what comprises "normal" weather at the location of the project, Contractor agrees that it will assume a total of 44 lost days due to weather over the course of a calendar year, and include same in its as planned schedule. For projects of less than a calendar year, lost weather days should be prorated for the months of construction in accordance with the following schedule.
 - (3) Anticipated weather days for allocation/proration only. For projects lasting 12 months or longer, the 44 days per year plus whatever additional months are included will constitute normal weather.

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

2. SCHEDULING PROCESS

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

b. Contractor Requirements

(1) Schedule Development

Contractor shall prepare the Project Schedule using Primavera SureTrack or P3, Microsoft Project, Oracle P6, or other standard industry scheduling software, approved by the Owner's Representative.

(2) Schedule Development

Within 2 weeks of the NTP, contractor shall prepare a schedule, preferably in CPM format, but in detailed bar chart format at a minimum, that reflects the contractor's and each subcontractors plan for performing the contract work.

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

(3) Schedule Updates

(a) Schedule Updates will be conducted once a month, at a minimum.

Actual Start and Finish dates should be recorded regularly during the month. Percent Complete, or Remaining Duration shall be updated as of the data date, just prior to Contractor's submittal of the update data.

(b) Contractor will copy the previous months schedule and will input update information into the new monthly update version.

(c) Contractor will meet with the Owner's Representative to review the draft of the updated schedule. At this meeting, Owner's Representative and Contractor will:

(i) Review out of sequence progress, making adjustments as necessary

(ii) Add any fragments necessary to describe changes or other impacts to the project schedule

- (iii) Review the resultant critical and near critical paths to determine any impact of the occurrences encountered over the last month.

(4) Schedule Narrative

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

(5) Progress Meetings

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

3. CRITICAL PATH METHOD (CPM)

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

- h. Predecessor activity is an activity that must be completed before a given activity can be started.
- i. Milestone: A key or critical point in time for reference or measurement.
- j. Float or Slack Time: The measure of leeway in activity performance.
- k. Accumulative float time is not for the exclusive use or benefit of the Owner or Contractor, but is a project resource available to both parties as needed to meet contract milestones and the completion date.
- l. Total float is herein defined as the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- m. Weather: Adverse weather that is normal for the area must be taken into account in the Contractor's Project Schedule. See 1.d.3, above.
- n. Force Majeure Event: Any event that delays the project but is beyond the control and/or contractual responsibility of either party.
- o. Schedule shall including the following, in addition to Contractor's work.
 - (1) Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
 - (a) Requirements for phased completion and milestone dates.
 - (b) Work by separate contractors.
 - (c) Work by the Owner.
 - (d) Coordination with existing construction.
 - (e) Limitations of continued occupancies.
 - (f) Uninterruptible services.
 - (g) Partial occupancy prior to Substantial Completion.
- p. Area Separations: Use Activity Codes to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.

4. TIME EXTENSION REQUEST

- a. Refer to General Conditions of the Contract for Construction, Article 4.7 Claims for Additional Time.
- b. Changes or Other Impacts to the Contractor's Work Plan
The Owner will consider and evaluate requests for time extensions due to changes or other events beyond the control of the Contractor on a monthly basis only, with the submission of the Contractor's updated schedule, in conjunction with the monthly application for payment. The Update must include:

- (1) An activity depicting the event(s) impacting the Contractors work plan shall be added to the CPM schedule, using the actual start date of the impact, along with actually required predecessors and successors.
 - (2) After the addition of the impact activity, the Contractor will identify subsequent activities on the critical path, with finish to start relationships that can be realistically adjusted to overlap using good, standard construction practice.
 - (a) If the adjustments above result in the completion date being brought back within the contract time period, no adjustment will be made in the contract time.
 - (b) If the adjustments above still result in a completion date beyond the contract completion date, the delay shall be deemed excusable and the contract completion date shall be extended by the number of days indicated by the analysis.
 - (c) Contractor agrees to continue to utilize its best efforts to make up the time caused by the delays. However the Contractor is not expected to expend costs not contemplated in its contract, in making those efforts.
- c. Questions of compensability of any delays shall be held until the actual completion of the project. If the actual substantial completion date of the project based on excusable delays, excluding weather delays, exceeds the original contract completion date, AND there are no delays that are the responsibility of the contractor to consider, the delays days shall be considered compensable. The actual costs, if any, of the Contractor's time sensitive jobsite supervision and general conditions costs, shall be quantified and a change order issued for these costs.

END SECTION

SECTION 1.E.4

SHOP DRAWING AND SUBMITTAL LOG

Project: ASRC – Central Fume Hood Exhaust System
 Project Number: CP211451
 Contractor:

Section	Description	Contractor	Discipline Responsible	Date Received	Date to Consultant	Date Returned	Comments
07 6200	Sheet Metal Flashing & Trim – Product Data						
	Shop Drawings						
	Color Selection Samples						
22 0719	Plumbing Piping Insulation – Product Data						
22 1005	Plumbing Piping – Product Data						
23 0900	Control Systems – Product Data						
	Shop Drawings						
	Schematic Flow Diagrams						
	Sequence of Operations						
23 3100	HVAC Ductwork and Supports – Product Data						
	Shop Drawings						
23 3300	Air Duct Accessories – Product Data						
23 3423	Gen. Laboratory Fume Hood Exhaust Fans – Product Data						
23 3600	Air Terminal Units – Product Data						
23 370	Air Outlets and Inlets – Product Data						
26 0510	Electrical Materials and Methods – Product Data						
26 2417	Low Voltage Equip. – Product Data						
26 2923	Variable-Frequency Motor Controllers – Product Data						

SECTION 1.E.5

OPERATING INSTRUCTIONS AND SERVICE MANUAL LOG

Project: ASRC – Central Fume Hood Exhaust System
Project Number: CP211451
Contractor:

Section	Description	Catalog Data	Wiring Diagrams	Installation Instructions	Service & Maintenance Instructions	Parts List & Availability	Performance Curves	Startup & Operating Instructions
07 6200	Sheet Metal Flashing & Trim			X				
23 0900	Control Systems		X					
23 3423	Gen. Laboratory Fume Hood Exhaust Fans	X		X				
26 2417	Low Voltage Equip.			X				
26 2923	Variable-Frequency Motor Controllers			X	X			X

SECTION 1.E.6

CLOSEOUT LOG

Project: ASRC – Central Fume Hood Exhaust System
Project Number: CP211451
Contractor:

<i>Section</i>	<i>Description</i>	<i>Contractor / Subcontractor</i>	<i>Date Rec'd</i>	<i># of Copies</i>	<i>CPM Initials</i>	<i>Remarks</i>
GC / 3.11	As-built drawings					
07 7213	Manuf. Equip. Supports for Conventional Roofs - Warranty					
23 3423	Gen. Laboratory Fume Hood Exhaust Fans – Warranty					
23 3600	Air Terminal Units – Warranty					

CP211451 ASRC Central Fume Hood Exhaust Sys Commissioning Check List

	Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
Commissioning Items by CSI Division	Name	Firm				
<i>1</i>						
Building System Commissioning						
Commissioning Agent - Conduct pre-installation meetings per specifications.					Meeting Minutes	<input checked="" type="checkbox"/>
<i>28223</i>						
Asbesto-Containing Materials Removal and Disposal						
Develop & Post Emergency Protection Plan					Emergency Protection Plan	<input type="checkbox"/>
Maintain at least 2 10lb ABC fire extinguishers on site (one inside, one outside of abatement area)						<input type="checkbox"/>
<i>87113</i>						
Automatic Door Operators						
Perform Field Quality Control section of specs					Test Report	<input checked="" type="checkbox"/>
Provide factory training					Sign in sheet	<input checked="" type="checkbox"/>
<i>220553</i>						
Identification for Plumbing Piping and Equipment						
Install pipe markers per specifications						<input type="checkbox"/>
<i>220719</i>						
Plumbing Piping Insulation						
Verify correct type, thickness and jacket installed						<input type="checkbox"/>

Commissioning Items by CSI Division	Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
	Name	Firm				
221005						
Plumbing Piping						
Obtain domestic water bacteria test and certification per Disinfection of Domestic Water Piping System section of specifications					Bacteria Test Certification	<input checked="" type="checkbox"/>
Perform Field Tests and Inspection section of specifications					Test Report	<input checked="" type="checkbox"/>
230553						
Identification for HVAC Piping and Equipment						
Hold MEP pre-installation meeting(s).					Meeting Minutes	<input checked="" type="checkbox"/>
Install pipe markers per specifications						<input type="checkbox"/>
230593						
Contractor Scope for Owner Supplied TAB						
Hold Prebalancing conference as specified					Meeting Minutes	<input checked="" type="checkbox"/>
Mark equipment settings including central positions, value indicators, fan speed control levers, etc.						<input type="checkbox"/>
Notify Owner's Representative 14 days prior to the scheduled date for balancing the system.					written notification	<input type="checkbox"/>
Perform all activities as outlined in spec "Description of Work" and notify owner's rep that system is complete and ready for owner's TAB personnel.					certification letter	<input type="checkbox"/>
Perform start up & shut down operation by factory representative						<input type="checkbox"/>

Verified by:						
Commissioning Items by CSI Division	Name	Firm	Date compl	Coord Initial	Documentation Required	Owner Witness Required
Place outlet dampers in full open position						<input type="checkbox"/>
230900						
Control Systems						
Check and record amp draw on supply transformers of I/O panels					Test Report	<input checked="" type="checkbox"/>
Ensure shipping material has been removed from thermostats and other control devices						<input type="checkbox"/>
Post laminated control diagram in mechanical room						<input type="checkbox"/>
Start up per specifications					Start up report	<input checked="" type="checkbox"/>
Test and verify all system interlocks-Elevator, Metasys, fire alarm system, fume hoods, door hold opens, automatic doors, smoke detectors, duct detectors, mechanical systems, shut downs, etc.						<input type="checkbox"/>
Verify all panel covers are installed						<input type="checkbox"/>
Verify method of labeling used for identification has been defined to the Owners Representative						<input type="checkbox"/>
Verify power to all EMCS panels and equipment is complete						<input type="checkbox"/>
233100						
HVAC Ductwork and Supports						
Test per SMACNA requirements. Leakage Class of 4					Test Report	<input checked="" type="checkbox"/>

Commissioning Items by CSI Division		Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
		Name	Firm				
233300							
Air Duct Accessories							
Test damper operators for travel and mounting							<input checked="" type="checkbox"/>
Verify maintenance accessibility							<input type="checkbox"/>
233423							
General Laboratory Fume Hood Exhaust Fans							
Energize motor; Check drive system and fan wheel; Adjust fan to required rpm.						Test Report	<input checked="" type="checkbox"/>
233700							
Air Outlets and Inlets							
Build Mockup as specified						Inspection Report	<input checked="" type="checkbox"/>
233816							
Laboratory Fume Hoods							
Perform Field Quality Control section of specifications						Test Report	<input checked="" type="checkbox"/>
262923							
Variable-Frequency Motor Controllers							
Perform Field Quality Control section of specifications						Test Report	<input checked="" type="checkbox"/>
Provide factory trained start-up, testing and training per specifications						start-up & test log; service rep report	<input type="checkbox"/>
Provide factory training						Sign In sheet	<input type="checkbox"/>

Commissioning Items by CSI Division	Verified by:		Date compl	Coord Initial	Documentation Required	Owner Witness Required
	Name	Firm				
Test for harmonics. VFD startup and initial parameters set by Factory representative						<input type="checkbox"/>

Please see following website for suggested commissioning forms:

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

Construction Management Checklist for Energizing Utilities

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

AM #1

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

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

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

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

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

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

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

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

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

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

SECTION 1.F

INDEX OF DRAWINGS

Drawings referred to in and accompanying Project Manual consists of following sheets dated 10/07/2021.

Drawing Sheet G001	Cover Sheet
Drawing Sheet S100	Partial Roof Framing Plan & Details
Drawing Sheet M101	Mechanical Demolition Roof Plan- South
Drawing Sheet M102	Mechanical Demolition Roof Plan- East
Drawing Sheet M103	Mechanical Demolition Roof Plan- West
Drawing Sheet M104	Mechanical Demolition Floor Plan- South
Drawing Sheet M105	Mechanical Demolition Floor Plan- East
Drawing Sheet M106	Mechanical Demolition Floor Plan- West
Drawing Sheet M201	Mechanical Renovation Roof Plan- South
Drawing Sheet M202	Mechanical Renovation Roof Plan- East
Drawing Sheet M203	Mechanical Renovation Roof Plan- West
Drawing Sheet M204	Mechanical Renovation Floor Plan- South
Drawing Sheet M205	Mechanical Renovation Floor Plan- East
Drawing Sheet M206	Mechanical renovation Floor Plan- West
Drawing Sheet M501	Mechanical Support Details
Drawing Sheet M601	Mechanical Schedules
Drawing Sheet M701	Mechanical Control Details
Drawing Sheet E101	Electrical Demolition Roof Plan- South
Drawing Sheet E102	Electrical Demolition Roof Plan- East
Drawing Sheet E103	Electrical Demolition Roof Plan- West
Drawing Sheet E104	Electrical Demolition Floor Plan- South
Drawing Sheet E105	Electrical Demolition Floor Plan- East
Drawing Sheet E106	Electrical Demolition Floor Plan- West
Drawing Sheet E201	Electrical Renovation Roof Plan- South
Drawing Sheet E202	Electrical Renovation Roof Plan- East
Drawing Sheet E204	Electrical Renovation Floor Plan- South
Drawing Sheet E205	Electrical Renovation Floor Plan- East
Drawing Sheet E206	Electrical Renovation Floor Plan- West

END OF SECTION

SECTION 1.G

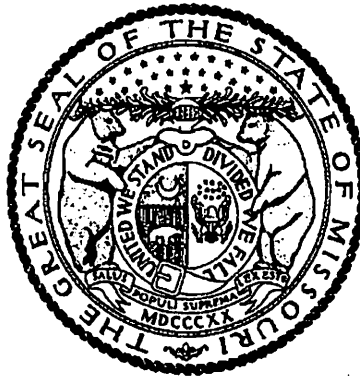
PREVAILING WAGE RATES

1. The prevailing wage rates for Boone County as issued by the Missouri Division of Labor on the following pages.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 010
BOONE COUNTY

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

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$53.30
Boilermaker	*\$29.89
Bricklayer	\$47.96
Carpenter	\$45.52
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$43.58
Plasterer	
Communications Technician	\$51.71
Electrician (Inside Wireman)	\$52.90
Electrician Outside Lineman	\$74.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$29.89
Glazier	\$39.34
Ironworker	\$59.74
Laborer	\$39.77
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$29.89
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$59.21
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$37.48
Plumber	\$66.54
Pipe Fitter	
Roofer	\$54.20
Sheet Metal Worker	\$53.89
Sprinkler Fitter	\$55.78
Truck Driver	*\$29.89
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$48.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$74.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.32
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.12
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$29.89
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

TECHNICAL SPECIFICATIONS - ASBESTOS-CONTAINING MATERIALS REMOVAL AND DISPOSAL

For

**CP211451
ANIMAL SCIENCE RESEARCH CENTER
CENTRAL FUME HOOD EXHAUST SYSTEM**

Prepared for

**UNIVERSITY OF MISSOURI
Campus Facilities
Columbia, Missouri 65211**

Prepared by

**UNIVERSITY OF MISSOURI
ENVIRONMENTAL HEALTH AND SAFETY**

SECTION 02 8223

ASBESTOS-CONTAINING MATERIALS REMOVAL AND DISPOSAL

PART 1 - GENERAL

Provisions of the General Conditions and Special Conditions are part of this Division.

1.1 SCOPE OF WORK

1. General: The work specified herein shall be the abatement of asbestos containing materials by certified and registered persons who are knowledgeable, qualified, and trained in the abatement, handling, and disposal of asbestos containing material, and subsequent cleaning of the affected environment.
2. The Contractor shall furnish all labor, material, equipment, testing, services, permits, insurance, notifications, necessary or required to perform the work in accordance with applicable local, state, and federal regulations for the abatement of asbestos containing materials and for other work as specified in this section or as indicated in associated drawings, sketches, or reports of the work.

All fees required for notification requirements, renotifications, and/or inspections by the regulatory agencies shall be paid by the Contractor. Bulk sample analysis information required by the Department of Natural Resources, U.S. Environmental Protection Agency or local authority having jurisdiction in conjunction with the notification shall also be provided by the Contractor unless provided within this section.

3. The work shall include the removal and legal disposal of friable and non-friable asbestos containing materials including:

Non-friable asbestos:

- a. Fume hoods and exhaust duct systems-
Six (6) ACM transite fume hoods in rooms/hoods S138 [FH-18], S141 [FH-16], S143 [FH-21], S145A [FH-23], 112 [FH-26], 163 [FH-49]
- b. Two hundred twenty-five (225) linear feet of ACM transite ductwork, from inside labs and used as vent stacks on roof from rooms/hoods 114 [FH-44], 111 [FH-45], 115 [FH-46], 116 [FH-47], 163 [FH-49], 159 [FH-50], 162 [FH-51], and 160 [FH-52].
- c. Five (5) presumed positive black laboratory counter tops, from beneath fume hoods in 112 [FH-26], S141 [FH-16], S138 [FH-18], S143 [FH-21], N176 [FH-31]

See the fume hood/room schedule on M601 for more information.

If any combination of components found here called out for removal or disassembly potentially disturbs ACM, the work must be performed by asbestos-certified workers.

1.2 DEFINITIONS

1. Abatement - Procedures to decrease or eliminate the source of fiber release from asbestos containing building materials. Includes encapsulation, enclosure, and removal.
2. Adequately Wet - To sufficiently mix or penetrate with liquid to prevent the release of particulate.
3. Aggressive Air Sampling - Sweeping of floors, ceilings and walls and other surfaces with the

exhaust of a minimum of one (1) horsepower leaf blower or equivalent immediately prior to air monitoring.

4. Approved Waste Disposal Site - A solid waste disposal area that is authorized by the Department of Natural Resources to receive asbestos containing solid wastes.
5. Asbestos - The asbestiform varieties of serpentine (chrysotile, antigorite), riebeckite (crocidolite), cummingtonite-grunerite (amosite), anthophyllite, and actinolite-tremolite.
6. Asbestos Abatement Supervisor - An individual who directs, controls, or supervises others in asbestos abatement projects.
7. Asbestos Containing Building Material (ACBM) - Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
8. Asbestos Containing Material (ACM) - Any material containing more than 1 percent asbestos by weight.
9. Barrier - Any surface that seals off the work area to inhibit the movement of fibers.
10. Category I Nonfriable ACM - Asbestos-containing packings, gaskets, resilient floor covering and asphalt roofing products containing more than one percent (1%) asbestos as determined using the method specified in 40 CFR part 763, subpart F, Appendix A, section 1, Polarized Light Microscopy.
11. Category II Nonfriable ACM - Any material, excluding category I nonfriable ACM, containing more than one percent (1%) asbestos as determined using the methods specified in 40 CFR part 763, subpart F, Appendix A, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
12. Containment - Area where asbestos abatement project is conducted. Area must be enclosed either by a glove bag or plastic sheeting barrier.
13. Contractor's Competent Person (Qualified Person) - One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32 (f); in addition, for Class I, II, III, and IV work, who is specially trained in training courses which meet the criteria of EPA's Model Accreditation Plan (40 CFR Part 763) for project designer or supervisor, or its equivalent.
14. Decontamination Area - Enclosed area adjacent and connected to the regulated area which is used for decontamination of workers, materials, and equipment that are contaminated with asbestos.
15. Demolition - the wrecking or taking out of any load bearing structural member of a facility together with any related handling operations.
16. Disposal Bag - A properly labeled 6 mil. thick leak-tight plastic bag used for transporting asbestos waste from work area to disposal site.
17. Encapsulant (Sealant) - A liquid material which can be applied to asbestos- containing material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface or by penetrating into the material and binding its components together.

18. Encapsulation - Treatment of asbestos containing materials with an encapsulant.
19. Enclosure - The construction of an airtight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.
20. Friable Asbestos Material - Any material containing more than one percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
21. Glove Bag - A manufactured or fabricated device, typically constructed of six (6) mil transparent polyethylene or polyvinyl chloride plastic. This device consist of two (2) inward projecting long sleeves, an internal tool pouch and an attached, labeled receptacle for asbestos waste.
22. Homogeneous Work Site - Continuous areas with the same type of ACM and in which one type of abatement process is performed.
23. Negative Initial Exposure Assessment - An assessment by a "Competent Person" in which it is concluded that employee exposures during the job are likely to be consistently below the Permissible Exposure Levels.
24. Outside Air - Air outside of the containment.
25. Owner's Air Monitoring Firm - Air Monitoring conducted by a person who is not under the direct control of the person carrying out the asbestos abatement project and who has been selected by the Owner.
26. Owner's Air Sampling Professional - An individual who holds a valid certification from the State of Missouri. The individual shall conduct, oversee, or be responsible for air monitoring of asbestos abatement projects before, during, and after the project has been completed. The air sampling professional must hold a 40-hour AHERA Asbestos Contractor/Supervisor Certificate and supervised by the Owner's Certified Industrial Hygienist (C.I.H.).
27. Owner's Air Sampling Technician - An individual who has been trained by and is under the supervision of an air sampling professional to do air monitoring before, during, and after the asbestos abatement project. The air sampling technician must hold a 40-hour AHERA Asbestos Contractor/Supervisor Certificate and be supervised by the Owner's Certified Industrial Hygienist (C.I.H.).
28. Owner's Certified Industrial Hygienist (C.I.H.) - an Industrial Hygienist, Certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Owner's C.I.H. must also be certified by the Missouri Department of Natural Resources as an air sampling professional and hold a 40-hour AHERA Asbestos Contractor/Supervisor Certificate. The Owner will identify C.I.H. before application for permit.
29. Personal Monitoring - Sampling of the asbestos fiber concentrations within the breathing zone.
30. Regulated Asbestos Containing Material (RACM) - Friable asbestos material; Category I nonfriable ACM that has become friable; Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
31. Remove - To take out RACM or facility components that contain or are covered with RACM from any facility.

32. Renovation - Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component.
33. Repair - The restoration of asbestos material that has been damaged. Repair consists of the application of rewettable glass cloth, canvas, cement or other suitable material. It may also involve filling damaged areas with non-asbestos substitutes and re-encapsulating or painting previously encapsulated materials.
34. Strip - To take off RACM from any part of a facility or facility components.
35. Waste Shipment Record - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos containing waste material.
36. Work Area - A specific isolated area, other than the space enclosed within a glove bag, in which friable asbestos-containing materials is required to be handled. The area is designated as a work area from the time that the area is secured and access restrictions are in place. The area remains designated as a work area until the time that it has been cleaned in accordance with any requirements applicable to the operations conducted.

1.3 CODES AND REGULATIONS

1. General Applicability Of Codes, Regulations and Standards - All applicable codes, regulations, standards, statutes, laws, and rules have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. Where conflicts arise, the most stringent specification shall apply.
2. Contractor Responsibility - The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. The Contractor shall hold the owner harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulations on the part of the contractor, contractor's employees, or contractor's subcontractors.
3. Federal and State requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
 - a. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including but not limited to:
 1. Title 29, Part 1910, Section 1001 and Part 1926, Section 1101 of the Code of Federal Regulations.
 2. Respiratory Protection, Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
 3. Construction Industry, Title 29. Part 1926, of the Code of Federal Regulations.
 4. Access to Employee Exposure and Medical Records, Title 29, Part 1910, Section 2 of the Code of Federal Regulations.
 5. Hazard Communication, Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.

6. Specifications for Accident Prevention Signs and Tags, Title 29, Part 1910, Section 145 of the Code of Federal Regulations.
- b. U.S. Environmental Protection Agency (EPA) including but not limited to:
 1. National Emission Standards for Hazardous Air Pollutants (NESHAPS) Title 40, Part 61, Subpart M, Code of Federal Regulations.
- c. U.S. Department of Transportation (DOT) including but not limited to:
 1. Title 49, Part 172, Section 101 of the Code of Federal Regulations.
- d. State of Missouri including but not limited to:
 1. H.B. 77, 85th General Assembly.
 2. Missouri Air Conservation Law Chapter 643.
 3. Missouri Department of Natural Resources, Division 10, Chapter 6 of the Code of State Regulations as follows:
 - (1) 10 CSR 10-6.020, Definitions
 - (2) 10 CSR 10-6.080, Emission Standards for Hazardous Air Pollutants
 - (3) 10 CSR 10-6.230, Administrative Penalties
 - (4) Volume 18, Missouri Register, Page 44
 - (5) 10 CSR 10-6.250, Asbestos Abatement Projects - Certification, Accreditation, and Business Exemption Requirements

1.4 NOTIFICATIONS

1. Notifications meeting the requirements of Volume 18, Missouri Register, page 44, shall be completed and sent by the Contractor not less than ten (10) days before the intended starting date of the project. Send notification to the following:
 - a. Department of Natural Resources
Air Pollution Control Program (Asbestos)
P.O. Box 176
Jefferson City, Missouri 65102
 - b. U.S. Environmental Protection Agency
Region VII
Air & Toxic Division, Air Branch
ATTN: Air Compliance
726 Minnesota Avenue
Kansas City, Kansas 66101
 - c. Provide a copy to the Owner's Representative. Five (5) day notification to the Owner's Representative is required on jobs less than the reportable quantity.

- d. If the project is under the jurisdiction of the Kansas City Air Quality Section, St. Louis County Air Pollution Control Branch, or the Springfield-Green County Air Pollution Control Authority, send notification directly to the appropriate agency.

1.5 SUBMITTALS

1. The following will be submitted by contractor prior to commencement of work for approval by the Owner's Certified Industrial Hygienist (one copy for the Owner's Representative). Owner's C.I.H. will return reviewed copies to contractor and Owner's Representative.
 - a. One copy of material safety data sheets (MSDS) for products to be used by the Contractor in the performance of his work. Contractor will also maintain copies of MSDS on site per OSHA.
 - b. One copy of the notifications to, or any correspondence with, the regulatory agencies. Submit a listing of all prior regulatory violations.
2. Friable Abatement:
 - a. Current Certificates of training and statement of qualifications for the project asbestos abatement supervisor and the Missouri Asbestos Occupational Certificates for all project personnel. List a summary of project personnel and contact phone numbers.
 - b. Name, address, and contact person's name of testing laboratory or laboratories to be utilized analyzing samples for bulk analysis or air samples.
 - c. Submit a detailed plan of the procedures proposed for use in complying with requirements of this specification and Volume 18, Missouri Register, page 44, and 29 CFR 1926.1101. Include in the plan the layout and location of barriers, decontamination units, route of ingress and egress for work area, methods used to assure safety of building occupants and visitors, methods used to isolate or closing out of HVAC system, personal air monitoring strategy, method of removal of material, and engineering controls utilized to prevent emissions from the work area.
 - d. Provide a disposal plan to detail type of disposal container, method of transportation to disposal site, waste hauler, and disposal site.
 - e. Copy of notifications required as part of the emergency notification plan.
3. Non-Friable Abatement:
 - a. Submit a detailed plan of the procedures proposed to minimize emissions and to prevent the material from becoming friable during removal.
 - b. Copy of emergency protection plan to be used if the nonfriable material should become friable during removal.
 - c. Current Certificates of training and statement of qualifications for the "Competent Person".
 - d. One copy of the Negative Initial Exposure Assessment.

4. Upon completion of the abatement work, the following information shall be submitted to the Owner's Representative.
 - a. Waste disposal receipts and waste shipment record on all asbestos waste removed from the project.
5. Upon completion of the abatement work, the following information shall be submitted by the Owner's C.I.H. to the Contractor.
 - a. Air sampling test results for personal (non-OSHA) and final clearance air samples taken under the supervision of Owner's Certified Industrial Hygienist. Results must be in writing in final report form.
 - b. Written certification from the Owner's Certified Industrial Hygienist.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SUPERVISION OF ABATEMENT

1. The Contractor shall designate a competent supervisor subject to the approval of the Owner's C.I.H. and the Owner's Representative. The supervisor shall be the Contractor's representative on the project and shall meet the requirements of all applicable regulations and perform the following minimum requirements.
 - a. Be Certified by the State of Missouri as an Asbestos Abatement Supervisor, a minimum of one-year prior full-time experience in asbestos abatement work and a minimum of two years' experience as a supervisor and be qualified as a Competent Person in accordance with OSHA regulation 1926.1101.
 - b. Be on site and supervise all abatement work in accordance with OSHA and Volume 18, Missouri Register, page 44.
 - c. Conduct all OSHA required air monitoring.
 - d. Maintain a daily log on the project documenting events, visitations, problems, equipment failures, accidents, and inspections.
 - e. Be responsible for implementation of first aid, safety training, respiratory protection, and ensuring all workers are trained in emergency procedures.
 - f. Be responsible for conducting a visual inspection of the work area prior to a visual inspection by the Owner's Certified Industrial Hygienist. Inspection shall be documented.

3.2 NEGATIVE INITIAL EXPOSURE ASSESSMENT

1. The Contractor must conduct a Negative Initial Exposure Assessment (non-friable asbestos) prior to removal of the asbestos material. The Negative Initial Exposure Assessment shall be performed by a "Competent Person" to determine whether the material may be removed and maintained in a nonfriable condition. If the material cannot be removed without becoming friable then the contractor shall comply to the requirements in this specification at no additional cost to the Owner.

2. The method of removal is the Contractor's option. However, in the event of any of the following:
 - a. Visible emissions are observed
 - b. Sanding, grinding, cutting, or abrading of the material
 - c. Air samples exceed 0.1 f/cc

The contractor shall immediately stop work, implement corrective work practices, make any necessary notifications to all regulatory agencies of the changes in work practices and material conditions, and comply with the requirements as set forth in this specification.

3.3 WORKER PROTECTION & TRAINING

1. The Contractor shall be responsible for providing his employees with proper respiratory protection, respiratory training, written respirator program, medical examinations, maintaining medical records, and protective clothing and equipment to comply with OSHA requirements.
2. The Contractor shall be responsible for all testing and costs incurred for complying with requirements of OSHA regulations for Personal Air Sampling.
3. All workers shall be trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and protective measures.
4. All workers shall hold valid diplomas as accredited Asbestos Abatement Workers as required by 10 CSR 10-6.250.

3.4 INDEPENDENT TESTING LABORATORY

1. Testing Laboratories utilized by the Contractor for sample analysis during the project shall meet the following minimum requirements and be approved by the Owner's C.I.H. This information shall be submitted to the Owner's Representative for review.
 - a. All air monitoring samples shall be analyzed by a testing laboratory accredited by the American Industrial Hygiene Association (AIHA) or by an individual who is currently on the Asbestos Analyst Registry.
 - b. All bulk samples shall be analyzed by a testing laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

3.5 OWNER'S AIR SAMPLING PROFESSIONAL & CERTIFIED INDUSTRIAL HYGIENIST

1. It will be the Owner's responsibility to hire an Air Sampling Professional & Certified Industrial Hygienist. The Air Sampling Professional & Industrial Hygienist will also be required to perform the following duties as a minimum:
 - a. Approval of the Contractor's work plan and methods of abatement to meet regulatory requirements and ensure the health and safety of University faculty, staff, and students.
 - b. Verify that the contractor is satisfactorily performing personal air monitoring as directed by OSHA regulations.
 - c. Visual inspection of the work area and final clearance air monitoring.

- d. Certify in writing that the Contractor's procedures, methods and practices were, to the best of my knowledge and belief, in compliance with current EPA, OSHA, State and/or applicable local regulations and that the work areas meet the requirements for final clearance testing and account of any known deviations.
- e. Issue final air clearance.

3.6 EMERGENCY PROTECTION PLAN

1. The contractor shall be responsible for developing a written Emergency Protection Plan and shall maintain this plan on site. The plan shall include considerations of asbestos leakage from the site, fire, explosion, toxic atmospheres, electrical hazards, slips, falls, and heat related injury. All employees shall be instructed and trained in the procedures.
2. Emergency protection plan shall also include written notification of police, fire and medical personnel of the planned abatement activities, work schedule, and layout of work area, particularly barriers that may affect response capabilities.

3.7 LOCAL AREA PROTECTION & SITE SECURITY

1. The contractor shall be responsible for all areas of the building used by him and/or subcontractors in the performance of the work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the existing building, except such controls as may be specifically reserved to the owner.
2. Contractor has the right to exclude from the work area all persons who have no purpose related to the work or its inspection, and shall require all persons in the work area to observe the same regulations required of Contractor's employees.
3. The contractor shall have control of site security during abatement operations in order to protect work environment and equipment. Contractor shall have the owners assistance in notifying building occupants of impending activity and enforcement of restricted access by owners employees.
4. The contractor shall keep a minimum of two 10 lbs. type ABC fire extinguishers on site. One shall be maintained outside the work area and one inside the work area. The employees shall be trained in the operation of extinguishers.
5. Where areas cannot be isolated by existing walls and doors from employees, clients, or the public, barriers must be constructed of 1/2" plywood and 2"x4" framing 16" o.c. to isolate the area. The barriers must be installed in such a manner to prevent damage to existing walls, floors, or ceilings. Barrier may have a lockable door.
6. The contractor shall maintain the work area free from rubbish, debris, and dirt and keep a clean, safe working area.
7. The Contractor shall provide warning signage around the regulated area as required by OSHA.
8. The Contractor shall isolate any and all air supply and returns to the abatement space as required by OSHA. Contractor shall coordinate with the Owner's Representative.
9. The Contractor shall keep all areas where adhesive stripper is in use (such as mastic removal) under negative pressure and exhausted to the outside ambient air.

3.8 FINAL CLEARANCE REQUIREMENTS (FRIABLE ASBESTOS)

1. Upon completion of the abatement work, the supervisor shall perform a visual inspection of the work area. If satisfactory, the supervisor shall then request the Owner's C.I.H. or the C.I.H.'s air sampling technician to perform a visual inspection. When the Owner's C.I.H. feels the area is ready based on the results of their visual inspection, the Contractor shall apply a lockdown encapsulant. Following application of lockdown encapsulant, the Owner's C.I.H. shall perform the final clearance sampling for airborne fiber concentrations.
2. The Owner's C.I.H. or designee will perform final clearance testing per the following requirements:
 - a. Aggressive sampling shall be required for all areas where removal has taken place with the exception of glove bag projects where nonaggressive sampling is permitted.
 - b. P.C.M. samples analyzed on site shall be counted by an accredited registered microscopist.
 - c. For areas specifically specified for clearance by Transmission Electron Microscopy, the method shall be NIOSH 7402.
3. Any work areas failing to meet the clearance requirements of this section shall be recleaned and retested at the contractor's expense until satisfactory levels are obtained.
4. The Owner's C.I.H. shall provide a written report of the air monitoring activities to the contractor within 7 days after the final clearance testing.

3.9 REESTABLISHMENT OF THE WORK AREA AND SYSTEMS

1. Reestablishment of the work area shall only occur after the contractor has received final clearance in writing from the Owner's C.I.H.
2. All damage to finishes, equipment, and/or the area affected by the abatement shall be repaired by the contractor to equal or better condition as it was prior to the work, at no cost to the owner.

3.10 WASTE DISPOSAL

1. All asbestos containing waste and/or asbestos contaminated debris shall as a minimum be double bagged in approved 6 mil. disposal bags. Each bag shall be tagged to meet requirements of NESHAPS with an asbestos caution label and a source identification label.
2. Transportation shall meet the requirements of all regulatory agencies for asbestos containing materials and shall be transported in an enclosed truck.
3. The waste disposal site shall be approved by the Missouri Department of Natural Resources for asbestos disposal. A chain of custody letter/waste shipment record and disposal receipts shall be provided to the owner for all materials disposed of.

3.11 DRAWINGS

1. Drawings, when provided, are not intended to be used for anything but a "reference" to the work area. Information is not specific to quantities or to exact location of ACM unless explicitly noted. Contractor will be required to field verify the conditions and quantities.

3.12 REPORTS

1. Reports, when provided, are intended to be used as a basis for the type and composition of the asbestos present for both bidding purposes and for the information required for the notifications to the governing agencies.

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

WORK INCLUDED

2.01 DEMOLITION OF EXISTING ROOFING SHEET METAL AND INSTALLATION OF NEW SHEET METAL.

A. RELATED SECTIONS

1. Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division I Specification sections apply to this section.

B. DESCRIPTION

1. This section includes the removal of existing sheet metal designated for disposal and the installation of new sheet metal flashings, and counter flashing.

C. REFERENCE

1. Except as modified and supplemented herein, follow the published requirements and written recommendations of the membrane manufacturer and others. Methods of application by industry standards for roofing membrane systems apply only when this project manual does not address the matter. Industry standards for roofing membranes shall be defined in the "Manual of Roofing and Waterproofing" published by the National Roofing Contractors Association (NRCA).
2. Except as modified and supplemented herein, follow the published requirements and written recommendations of the membrane manufacturers and others. Methods of application by industry standards for sheet metal apply only when this project manual does not address the matter. Industry standards for sheet metal shall be defined in the Architectural Sheet Metal Manual published by the Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA).
3. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
4. Occupational Safety and Health Administration (OSHA)
5. Applicable codes, standards, and specifications of City and County of project location. Where conflict occurs, codes establishing requirements that are more stringent shall govern.

D. PERFORMANCE REQUIREMENTS

1. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
2. Fabricate and install flashings at roof edges and fascia systems to comply with recommendations of FM Loss prevention Data Sheets 1-49 for the following wind zone:
 - a. Wind Zone 1: Wind pressure of 21 to 30 psf.

E. CONSTRUCTION SUBMITTALS

1. Submittal Procedure-Reference General Requirements and Special Conditions
2. Submit product data and installation procedures for pre-manufactured items
3. Submit shop drawings for fabricated flashing details
4. Submit manufacturer's color selection chart of standard colors for selection by Owner.

F. QUALITY ASSURANCE

1. Installation of sheet metal flashing and components shall meet the specified wind uplift requirements listed in the thermal and moisture protection section.

G. DELIVERY, STORAGE, AND HANDLING

1. Materials to be stored in a neat, safe manner, so as not to exceed allowable live load of the storage area, and out of the weather in a clean dry area
2. Any materials damaged from handling or storage is not to be used and removed from the site.
3. Comply with safety regulations.

H. GUARANTY

1. Provide manufacturer's twenty-year guaranty on metal finish against fading, chalking, blistering, peeling, and chipping.
2. Provide three-year Contractor's guaranty on form provided in these Documents.

PART 2 - PRODUCTS

3.01 MATERIALS

- A. Pre-finished Steel: ASTM A 527, 22 gauge, 70% Kynar Coated finish, Zinc-coated Steel, with 1.0 mil thickness coating. Owner shall select color from manufacturer's standard colors.
- B. Zinc-Coated Steel: (galvanized) ASTM A 526, 20 gauge, with 0.20% copper, G90 hot-dip galvanized.
- C. Pourable Sealer: ASTM D 0412, 100-percent polyurethane, two component
- D. FABRICATED SHEET METAL
 1. Metal Work to be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
 2. All accessories or items essential to completeness of sheet metal installation, whether specifically indicated or not, are to be provided and of same material as item to which being applied
 3. Prefabricated units, as indicated, or standard manufactured units complying with requirements. Fabricate from sheet metal indicated.
 4. Sheet Metal Components
 - a. Metal Edge: 22 gauge pre-finished
 - b. Continuous Cleat 20 gauge galvanized
 - c. Coping: 22 gauge pre-finished
 - d. Metal cap: 22 gauge pre-finished
 - e. Expansion Joint: 22 gauge pre-finished
 - f. Gutter: 22 gauge pre-finished
 - g. Downspout: 22 gauge pre-finished
 - h. Pitch Pan: 24 gauge stainless steel
 - i. Counter Flashing: 22 gauge pre-finished
 - j. Miscellaneous Trim Pieces: 22 gauge pre-finished
 - k. Vent: 24 gauge galvanized, 24 rain collar, draw band, sealant
 - l. Curb to Duct Adaptor: 20 gauge galvanized
 - m. Deck Enclosure: 20 gauge galvanized
 5. Fasteners
 - a. Exposed screw fasteners shall be 300 series alloy stainless steel with integrally bonded neoprene washers or Zinc Aluminum Cast head covers with integral neoprene gaskets.
 - b. Exposed pop rivets shall be stainless steel, rivet, and mandrel, self plugging type #44 - 1/8" diameter 1/4" grip range minimum. Exposed pop rivets shall be factory painted to match metal.
 - c. Concealed fasteners for anchor clips shall be #10 -12 - 1" long pancake head #2 Phillips drive.
 - d. Concealed fasteners for flashing attachment shall be #8 -15 - 1 1/4" long truss head #2 Phillips drive screw.
 6. Sheet Membrane Liner/Flexible Vapor Retarder
 - a. .045 mil EPDM; use EPDM seam tape at all laps
 7. Unfaced Mineral Fiber Blanket/Batt Insulation
 - a. Thermal insulation produced by combining glass or slag mineral fibers with thermosetting resins to comply with ASTM C 665 for Type I; and as follows:
 - b. Combustion Characteristics: Passes ASTM E 136 test.
 - c. Surface Burning Characteristics: Maximum flame spread and smoke developed values of 25 and 50, respectively.

PART 3 - EXECUTION

4.01 ACCEPTABLE INSTALLERS

- A. To perform Work of this Section, contractor shall not have less than five years of successful experience in installation of sheet metal products similar to those required for this project. Contractor must be a member of Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA).
- B. Maintain full-time supervisor/foreman at job site when Work is in progress.
- C. EXAMINATION
 - 1. Examine surfaces for adequate anchorage, foreign materials, moisture, and other conditions which would adversely affect sheet metal application and performance.
 - 2. Responsible for preparing adequate surfaces to receive new sheet metal
 - 3. Prepare written documentation of conditions, which may be detrimental to completion or performance of specified Work before commencing such Work. Work shall not start until defects have been corrected.
- D. PREPARATION
 - 1. Protection to be provided for, but not necessarily limited to following:
 - a. Lawn area and adjacent structures
 - b. Building walls, windows, etc.
 - c. Building equipment
 - d. Building interior, including contents
 - 2. Take all precautions necessary to keep noise, vibration, and dust to a minimum to interior to avoid halting or disrupting normal business.
 - 3. Protection to be defined as minimum requirements necessary to ensure that when project is completed, Owner's property will be left in same condition as it was when project started
 - 4. Protect building interior from elements at all times. One representative from Contractor is to be available in two-hour' notice should an emergency occur.
- E. APPLICATION GENERAL
 - 1. Precautions to be taken to protect roof membrane from punctures
 - 2. Temporary Walkway Protection: Provide adequate protection for roofing membranes during sheet metal operation.
- F. INSTALLATION OF SHEET METAL
 - 1. General
 - a. Protect contact areas of dissimilar metals with heavy asphaltic or other approved coating specifically made to stop electrolytic action.
 - b. Install Work watertight, without waves, warps, buckles, fastening stress or distortion, allowing for expansion and contraction.
 - c. Angle bottom edge of exposed vertical surfaces to form drip. All finished edges shall be hemmed.
 - d. Install sheet metal to comply with SMACNA.
 - e. Fabricate Work according to SMACNA and NRCA recommendations, except where joint movement is necessary to provide 1-inch deep interlocking hooked flanges filled with asphalt adhesive.
 - f. Provide 3-inch flanges for setting on membrane for concealment by flashing ply.
 - g. Joints in sheet metal flashing shall be lapped and sealant installed unless otherwise specified.
 - 2. Sheet Metal Installation
 - a. Metal Edge: Fabricate and install metal edge per SMACNA 7th Ed fastened to existing wood blocking per drawings attached 6.0-inches on center staggered.
 - b. Coping: Fabricate and install coping per SMACNA 7th Ed. FIG 3-1. Loose lay continuous sheet membrane liner over top of coping wall, extending over edges a minimum of 1-inch on both sides. Attach continuous cleat 12- inches on center. Attach

- metal coping 18-inches on center. Fasteners are to penetrate a minimum of 1-inch. Butt joints with prefinished under-plate.
- c. Counter Flashing: Fabricate and install counter flashing (all) per SMACNA 7th Ed. Attach sheet metal 4.0-inches on center. Fasteners shall penetrate a minimum of one inch.
 - d. Gutter: Fabricate and install per SMACNA 7th Ed. Figure 1-2, Style F with 1/8"x1" galvanized gutter brackets (wrapped with 24 gauge pre-finished metal to match gutter) spaced 36" on center and 1/8"x1" galvanized gutter straps spaced 36" on center. Alternate spacing of gutter straps and gutter brackets. Gutter size and profile as detailed. Install gutter apron (metal edge): in a layer of adhesive; fasten metal flange 3-inches staggered on center, prime surface of metal flange. Installed gutter shall have 2-inch lap joints with continuous sealant and pop riveted (using pre-finished rivets matching gutter) 1-inch on center.
 - e. Down Spout: Fabricate and install downspout per SMACNA 7th Ed. FIG 1-32B. Install straps at a maximum spacing of 10-feet, minimum of two straps per downspout.
 - f. Expansion Joint: Fabricate and install expansion joint cover per SMACNA 7th Ed. Loose lay unfaced glass fiber batt insulation within vapor retarder. Mechanically attach expansion joint metal twelve-inches on center.
 - g. Vents: Fabricate the vent flashings with minimum 8-inch height and a diameter 1-inch larger than penetration element. Fasten collar flashing using draw band. Caulk where indicated. Reference sealants section for caulking.
 - h. Curb to Duct Adaptor: Fabricate and install adaptor with a minimum of 30 degree slope per SMACNA 7th Ed. FIG 8-8A. Fasten to curb with a minimum of two (2) fasteners per side.
 - i. Deck Enclosure: Fabricate and install flat metal enclosure to attach to underside of roof deck 12 inches O.C. and tight to duct penetration. Fill interior of curb opening around duct penetration with unfaced mineral fiber blanket/batt insulation.

END OF SECTION 07 6200

SECTION 07 7213

MANUFACTURED EQUIPMENT SUPPORTS FOR CONVENTIONAL ROOFS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Manufactured Equipment Supports for conventional buildings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Desgn Roof Products, Inc. (RPI) - Chattanooga, TN and Phoenix, AZ

PART 3 EXECUTION

3.01 CONSTRUCTION

- A. Frames:
 - 1. Material: ASTM A 653 G90 hot-dipped galvanized steel. Minimum 18 gauge or heavier gauge as engineered by manufacturer.
 - 2. Internal "C" channel bulkhead reinforcement 24" o.c. typical on supports over 3 feet in length.
 - 3. 18ga. Counterflashings.
 - 4. Wood Nailers: Factory installed; pressure treated.
- B. Equipment Support Height: Minimum 8 inches above finished roof or as specified.
- C. Construct Equipment Supports to match roof slope with plumb and level top surface for mounting equipment.

PART 4 EXECUTION

4.01 INSTALLATION

- A. Install in accordance with Contract Document provisions and manufacturer's instructions.

4.02 COORDINATION

- A. Coordinate Manufactured Roof Curb sizes and options with the general and/or mechanical/roofing contractor prior to fabrication.
- B. Shop drawing approval is required before fabrication.

4.03 WARRANTY

- A. The manufactured roof curbs shall be guaranteed to be free from defects in materials or workmanship for a period on not less than (5) five years.

END OF SECTION 07 7213

SECTION 22 0553

IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe markers.

1.02 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems.

PART 2 PRODUCTS

2.01 PLUMBING COMPONENT IDENTIFICATION GUIDELINE

- A. Pipe Markers: 3/4 inch diameter and higher.

2.02 IDENTIFICATION APPLICATIONS

- A. Piping: Pipe markers.

2.03 PIPE MARKERS

- A. Manufacturers:
 - 1. Brady Corporation: www.bradycorp.com/#sle.
 - 2. Brimar Industries, Inc: www.pipemarker.com/#sle.
 - 3. Craftmark Pipe Markers: www.craftmarkid.com/#sle.
 - 4. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
 - 5. MIFAB, Inc: www.mifab.com/#sle.
 - 6. Seton Identification Products: www.seton.com/#sle.
- B. Flexible Marker: Factory fabricated, semi-rigid, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid conveyed.
- C. Flexible Tape Marker: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- D. Underground Flexible Marker: Bright colored continuously printed ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.
- E. Color code as follows:
 - 1. Potable, Cooling, Boiler, Feed, Other Water: Green with white letters.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive identification products.

3.02 INSTALLATION

- A. Install plastic pipe markers in accordance with manufacturer's instructions.
- B. Install plastic tape pipe marker around pipe in accordance with manufacturer's instructions.

3.03 LABEL ABBREVIATIONS

- A. CW Domestic Cold Water
- B. HW Domestic Hot Water
- C. CA Compressed Air
- D. AW Acid Waste
- E. AV Acid Vent
- F. LG Lab Gas
- G. VAC Vacuum

END OF SECTION 22 0553

SECTION 22 0719
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flexible elastomeric cellular insulation.

1.02 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 22 1005 - Plumbing Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

- A. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

1.04 SUBMITTALS

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum 3 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.07 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

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

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.

- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install insulation on pipe systems subsequent to installation of heat tracing, painting, testing, and acceptance of tests.
- C. Install insulation materials with smooth and even surfaces. Insulate each continuous run of piping with full-length units of insulation, with single cut piece to complete run. Do not use cut pieces or scraps abutting each other.
- D. Exposed Piping: Locate insulation and cover seams in least visible locations.
- E. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- F. Clean and dry pipe surfaces prior to insulating. Butt insulation joints firmly together to ensure a complete and tight fit over surfaces to be covered.
- G. Maintain integrity of vapor-barrier jackets on pipe insulation, and protect to prevent puncture or other damage.
- H. Cover valves, fittings and similar items in each piping system with equivalent thickness and composition of insulation as applied to adjoining pipe run. Install factory molded, precut or job fabricated units except where specific form or type is indicated.
- I. Replace damaged insulation which cannot be repaired satisfactorily, including units with vapor barrier damage and moisture saturated units.
- J. Insulation installer shall advise Contractor of required protection of insulation work during remainder of construction period, to avoid damage and deterioration.
- K. Repair damaged sections of existing mechanical insulation, damaged during this construction period. Use insulation of same thickness as existing insulation, install new jacket lapping and sealed over existing.
- L. Replace damaged insulation which cannot be repaired satisfactorily, including units with vapor barrier damage and moisture saturated units.
- M. Wood blocking shall not be used.
- N. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- O. Inserts and Shields:
 - 1. Application: Piping 1-1/2 inches diameter or larger.
 - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 - 3. Insert Location: Between support shield and piping and under the finish jacket.
 - 4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 - 5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
 - 6. For elastomeric insulation systems, use inserts by the same manufacturer of the insulating system being installed.
- P. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 07 8400.
- Q. Pipe Exposed in occupied space shall have a PVC jacket installed.

3.03 SCHEDULES

- A. Plumbing Systems:
 - 1. Domestic Hot and Cold Water Supply:
 - a. Cellular Foam Insulation:

1) Thickness: 3/4 inch.

END OF SECTION 22 0719

**SECTION 22 1005
PLUMBING PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Chemical-resistant sanitary waste piping.
- B. Domestic water piping, above grade.
- C. Lab Gas piping, above grade.
- D. Compressed Air and Vacuum piping, above grade.

1.02 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 22 0516 - Expansion Fittings and Loops for Plumbing Piping.
- C. Section 22 0553 - Identification for Plumbing Piping and Equipment.
- D. Section 22 0719 - Plumbing Piping Insulation.
- E. Section 33 0110.58 - Disinfection of Water Utility Piping Systems.

1.03 REFERENCE STANDARDS

- A. ANSI Z223.1 - National Fuel Gas Code.
- B. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
- C. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300.
- D. ASME B16.4 - Gray Iron Threaded Fittings: Classes 125 and 250.
- E. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
- F. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings.
- G. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings - DWV.
- H. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
- I. ASME B31.9 - Building Services Piping.
- J. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings.
- K. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- L. ASTM B32 - Standard Specification for Solder Metal.
- M. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
- N. ASTM B68/B68M - Standard Specification for Seamless Copper Tube, Bright Annealed.
- O. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
- P. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).
- Q. ASTM B302 - Standard Specification for Threadless Copper Pipe, Standard Sizes.
- R. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube.
- S. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings.
- T. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- U. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
- V. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.

- W. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- X. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- Y. AWWA C651 - Disinfecting Water Mains.
- Z. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements.
- AA. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements.
- AB. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements.
- AC. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements.
- AD. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.
- AE. MSS SP-80 - Bronze Gate, Globe, Angle and Check Valves.
- AF. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.
- AG. NSF 61 - Drinking Water System Components - Health Effects.
- AH. NSF 372 - Drinking Water System Components - Lead Content.
- AI. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

1.04 SUBMITTALS

- A. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.
- B. Plenum-Installed Acid Waste Piping: Flame-spread index equal or below 25 and smoke-spread index equal or below 50 according to ASTM E84 or UL 723 tests.
- C. See specification section 07 8400 for firestopping requirements.

2.02 CHEMICAL-RESISTANT SANITARY WASTE PIPING

- A. PP Pipe: Polypropylene, flame retardant.
 - 1. Fittings: Polypropylene.
 - 2. Joints: Electrical resistance fusion.

2.03 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type L (B), Drawn (H).

1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
2. Joints: ASTM B32, alloy Sn95 solder.
3. Mechanical Press Sealed Fittings: Double-pressed type, NSF 61 and NSF 372 approved or certified, utilizing EPDM, nontoxic, synthetic rubber sealing elements.
 - a. Manufacturers:
 - 1) Apollo Valves: www.apollovalves.com/#sle.
 - 2) Grinnell Products, a Tyco Business: www.grinnell.com/#sle.
 - 3) Viega LLC: www.viega.com/#sle.

2.04 COMPRESSED AIR AND VACUUM, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type L (B), Drawn (H).
 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
 2. Joints: ASTM B32, alloy Sn95 solder.
 3. Mechanical Press Sealed Fittings: Double-pressed type, NSF 61 and NSF 372 approved or certified, utilizing EPDM, nontoxic, synthetic rubber sealing elements.
 - a. Manufacturers:
 - 1) Apollo Valves: www.apollovalves.com/#sle.
 - 2) Grinnell Products, a Tyco Business: www.grinnell.com/#sle.
 - 3) Viega LLC: www.viega.com/#sle.

2.05 LAB GAS PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type L (B) annealed.
 1. Fittings: ASME B16.26, cast bronze.
 2. Joints: Flared.

2.06 PIPE FLANGES, UNIONS, AND COUPLINGS

- A. Unions for Pipe Sizes 3 inch and Under:
 1. Ferrous Pipe: Class 150 malleable iron threaded unions.
 2. Copper Tube and Pipe: Class 150 bronze unions with soldered joints.
- B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.07 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
 3. Trapeze Hangers: Welded steel channel frames attached to structure.
 4. Vertical Pipe Support: Steel riser clamp.
- B. Plumbing Piping - Drain, Waste, and Vent:
 1. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
 2. Wall Support for Pipe Sizes to 3 inch: Cast iron hook.
- C. Plumbing Piping - Water or Gas:
 1. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
 2. Wall Support for Pipe Sizes Up to 3 inch: Cast iron hook.
- D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
 1. Concrete Wedge Expansion Anchors: Comply with ICC-ES AC193.
 2. Masonry Wedge Expansion Anchors: Comply with ICC-ES AC01.
 3. Concrete Screw Type Anchors: Comply with ICC-ES AC193.
 4. Masonry Screw Type Anchors: Comply with ICC-ES AC106.
 5. Concrete Adhesive Type Anchors: Comply with ICC-ES AC308.
 6. Other Types: As required.

2.08 GLOBE VALVES

- A. Manufacturers:
 - 1. Conbraco Industries, Inc: www.apollovalves.com.
 - 2. Milwaukee Valve Company: www.milwaukeevalve.com.
 - 3. Nibco, Inc: www.nibco.com.
- B. Up To and Including 3 Inches:
 - 1. 1, Class 125, bronze body, bronze trim, handwheel, bronze disc, solder ends.

2.09 BALL VALVES

- A. Manufacturers:
 - 1. Apollo Valves: www.apollovalves.com/#sle.
 - 2. Conbraco Industries, Inc: www.apollovalves.com.
 - 3. Grinnell Products, a Tyco Business: www.grinnell.com/#sle.
 - 4. Milwaukee Valve Company: www.milwaukeevalve.com.
 - 5. Nibco, Inc: www.nibco.com/#sle.
 - 6. Uponor, Inc: www.uponorengineering.com/#sle.
 - 7. Viega LLC: www.viega.com/#sle.
- B. 2-piece, bronze, full port. Lead free for domestic water.
- C. Construction, 4 inch and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

PART 3 EXECUTION

3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. See Section 22 0516.
- G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- H. Provide access where valves and fittings are not exposed.
- I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.
- J. Prepare exposed, unfinished pipe, fittings, supports, and accessories for finish painting.
- K. Install valves with stems upright or horizontal, not inverted. See Section 22 0523.
- L. Install water piping to ASME B31.9.
- M. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

- N. Pipe Hangers and Supports:
 1. Install in accordance with ASME B31.9.
 2. Support horizontal piping as indicated.
 3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
 4. Place hangers within 12 inches of each horizontal elbow.
 5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 6. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
 7. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
 8. Provide copper plated hangers and supports for copper piping.
 9. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified.
- P. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

3.03 APPLICATION

- A. Install unions downstream of valves and at equipment or apparatus connections.
- B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.
- C. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

3.04 TOLERANCES

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

3.05 FIELD TESTS AND INSPECTIONS

- A. Verify and inspect systems according to requirements by the Authority Having Jurisdiction. In the absence of specific test and inspection procedures proceed as indicated below.
- B. Domestic Water Systems:
 1. Perform hydrostatic testing for leakage prior to system disinfection.
 2. Test Preparation: Close each fixture valve or disconnect and cap each connected fixture.
 3. General:
 - a. Fill the system with water and raise static head to 10 psi above service pressure. Minimum static head of 50 to 150 psi. As an exception, certain codes allow a maximum static pressure of 80 psi.
- C. Gas Distribution Systems:
 1. Test Preparation: Close each appliance valve or disconnect and cap each connected appliance.
 2. General Systems:
 - a. Inject a minimum of 10 psi of compressed air into the piping system for a duration of 15 minutes and verify with a gauge that no perceptible pressure drop is measured.
 - b. Ensure test pressure gauge has a range of twice the specific pressure rate selected with an accuracy of 1/10 of 1 pound.
- D. Test Results: Document and certify successful results, otherwise repair, document, and retest.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Disinfect water distribution system in accordance with Section 33 0110.58.
- B. Prior to starting work, verify system is complete, flushed, and clean.
- C. Ensure acidity (pH) of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
- D. Inject disinfectant, free chlorine in liquid, powder, tablet, or gas form throughout system to obtain 50 to 80 mg/L residual.
- E. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.
- F. Maintain disinfectant in system for 24 hours.
- G. If final disinfectant residual tests less than 25 mg/L, repeat treatment.
- H. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.
- I. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

3.07 SCHEDULES

- A. Pipe Hanger Spacing:
 - 1. Metal Piping:
 - a. Pipe Size: 1/2 inch to 1-1/4 inch:
 - 1) Maximum Hanger Spacing: 6.5 ft.
 - 2) Hanger Rod Diameter: 3/8 inches.

END OF SECTION 22 1005

SECTION 23 0553

IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates.
- B. Tags.
- C. Adhesive-backed duct markers.

1.02 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems.
- B. ASTM D709 - Standard Specification for Laminated Thermosetting Materials.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

- A. Exhaust Fans: Nameplates.
- B. Automatic Controls: Tags. Key to control schematic.
- C. Control Panels: Nameplates.
- D. Ductwork: Duct Markers.
- E. Instrumentation: Tags.
- F. Major Control Components: Nameplates.

2.02 NAMEPLATES

- A. Manufacturers:
 - 1. Advanced Graphic Engraving, LLC: www.advancedgraphicengraving.com/#sle.
 - 2. Brimar Industries, Inc: www.pipemarker.com/#sle.
 - 3. Craftmark Pipe Markers: www.craftmarkid.com/#sle.
 - 4. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
 - 5. Seton Identification Products, a Tricor Direct Company: www.seton.com/#sle.
- B. Letter Color: White.
- C. Letter Height: 1/4 inch.
- D. Background Color: Black.
- E. Plastic: Comply with ASTM D709.

2.03 TAGS

- A. Manufacturers:
 - 1. Advanced Graphic Engraving: www.advancedgraphicengraving.com/#sle.
 - 2. Brady Corporation: www.bradycorp.com/#sle.
 - 3. Brimar Industries, Inc: www.pipemarker.com/#sle.
 - 4. Craftmark Pipe Markers: www.craftmarkid.com/#sle.
 - 5. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
 - 6. Seton Identification Products, a Tricor Company: www.seton.com/#sle.
- B. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.
- C. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

2.04 ADHESIVE-BACKED DUCT MARKERS

- A. Manufacturers:
 - 1. Brimar Industries, Inc: www.pipemarker.com/#sle.
 - 2. Craftmark Pipe Markers: www.craftmarkid.com/#sle.

- B. Material: High gloss acrylic adhesive-backed vinyl film 0.0032 inch; printed with UV and chemical resistant inks.
- C. Style: Individual Label.
- D. Color: Yellow/Black.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 9123 for stencil painting.

3.02 INSTALLATION

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Install ductwork with Duct Markers. Identify with air handling unit identification number and area served. Locate identification at air handling unit, at each side of penetration of structure or enclosure, and at each obstruction.

END OF SECTION 23 0553

SECTION 23 0593

CONTRACTOR SCOPE FOR OWNER SUPPLIED TAB

DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SPECIAL CONDITIONS APPLY TO THIS SECTION.

1.01 DESCRIPTION OF WORK

- A. This scope of services specifies the requirements and procedures for mechanical systems testing, adjusting, and balancing. Requirements include measurement and establishment of the fluid quantities of the mechanical systems as required to meet design specifications, and recording and reporting the results. The test and balance work will be performed by the Owner's personnel. It is the Contractor's responsibility to assist as outlined below.
1. Test, adjust and balance the following mechanical systems which are shown in the construction documents.
 - a. Supply air systems, all pressure ranges, including variable volume and constant volume systems.
 - b. Return air systems.
 - c. Exhaust air systems.
 - d. Hydronic systems.
 - e. Steam distribution systems.
 - f. Cooling towers.
 - g. Verify temperature control system operation.
 - h. The contractor's responsibilities are as follows:
 - 1) Notify the Owner's Representative fourteen (14) days prior to the schedule date for balancing the system.
 - 2) Schedule a two (2) week allowance for the testing and balancing firm to complete the testing and balancing work when scheduling completion of all work required of the Contractor by the contract documents.
 - 3) Cooperate with the testing and balancing firm and shall make all necessary preparations for the TAB efforts.
 - 4) Complete the following work prior to requesting the TAB effort.
 - (a) Clean and flush all piping systems.
 - (b) Leak test and make tight all piping systems.
 - (c) Fill all piping systems with clean water.
 - (d) Clean and seal all ductwork systems.
 - (e) Service and tag all equipment.
 - (f) Set and align all motors and drives.
 - (g) Start up and prove all equipment and systems.
 - (h) Make preliminary settings on all control devices and have all systems operational.
 - (i) Operate all systems successfully for twenty-four (24) hours minimum.
 - (j) Lubricate all motors and bearings.
 - (k) Check fan belt tension.
 - (l) Check fan rotation.
 - (m) Patch insulation, ductwork and housing, using materials identical to those removed.
 - (n) Seal ducts and piping, and test for and repair leaks.
 - (o) Seal insulation to re-establish integrity of the vapor barrier.
 - (1) Attend a coordination meeting prior to the balancing of the system and a coordination meeting following the balancing of the system.
 - (2) Provide a complete set of as-built drawings prior to the TAB effort.
 - (3) Provide craftsmen of the proper trade to work with the TAB firm to make adjustments and installation changes as required.
 - (4) Change out fan sheaves when and if required by the TAB firm.

- (5) Dedicate the resources to accommodate all changes identified by the test and balance firm in a timely manner.
 - (6) If a significant rebalance (Owner's determination) of the HVAC system is required due to the Contractor's failure to properly install and check out the HVAC system, the cost of rebalancing the system shall be borne by the Contractor.
2. PRE-BALANCING CONFERENCE
 - a. Prior to beginning of the testing, adjusting and balancing procedures, a conference with the Owner's representative, Engineer and the Test and Balance Agency's representative will be held. The objective of the conference is final coordination and verification of system operation and readiness for testing, adjusting and balancing.
3. SEQUENCING AND SCHEDULING OF SERVICES
 - a. Test, adjust and balance the air conditioning systems during summer season and heating systems during winter season. This includes at least a period of operation at outside conditions within 5 deg. F wet bulb temperature of maximum summer design condition, and within 10 deg. F dry bulb temperature of minimum winter design conditions. Take final temperature readings during seasonal operation.

PART 2 – PRODUCTS

2.01 PRODUCTS (NOT APPLICABLE) PART 3 – EXECUTION

2.02 GENERAL (NOT APPLICABLE)

END OF SECTION 23 0593

**SECTION 23 0900
CONTROL SYSTEMS**

PART 1 GENERAL

1.01 SUMMARY

- A. University of Missouri Controls Specification.
- B. This section contains requirements for pneumatic, electric and digital control systems as indicated on the contract drawings.
- C. Contractor is responsible for providing, installing and connecting all sensors, pneumatic actuators, control valves, control dampers, electrical components and all interconnecting pneumatic tubing and electrical wiring between these devices and up to the Direct Digital Controller (DDC).
- D. DDC systems consist of Johnson Controls METASYS controllers. Contractor shall install owner provided control enclosures. Owner will provide and install controllers. After all equipment has been installed, wired and piped, Owner will be responsible for all termination connections at the DDC controller's and for checking, testing, programming and start-up of the control system. Contractor must be on site at start-up to make any necessary hardware adjustments as required.

1.02 RELATED SECTIONS

- A. Drawings and general provisions of Contract, including General and Special Conditions apply to work of this section.

1.03 QUALITY ASSURANCE

- A. Contractor's Qualifications:
 - 1. Contractor shall be regularly engaged in the installation of digital control systems and equipment, of types and sizes required. Contractor shall have a minimum of five years' experience installing digital control systems. Contractor shall supply sufficient and competent supervision and personnel throughout the project in accordance with General Condition's section 3.4.1 and 3.4.4.
- B. Codes and Standards:
 - 1. Electrical Standards: Provide electrical components of control systems which have been UL-listed and labeled, and comply with NEMA standards.
 - 2. NEMA Compliance: Comply with NEMA standards pertaining to components and devices for control systems.
 - 3. NFPA Compliance: Comply with NFPA 90A "Standard for the Installation of Air Conditioning and Ventilating Systems" where applicable to controls and control sequences.
 - 4. NFPA Compliance: Comply with NFPA 70 "National Electric Code."

1.04 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for each control system, containing the following information:
- B. Product data for each damper, valve, and control device.
- C. Schematic flow diagrams of system showing fans, pumps, coils, dampers, valves, and control devices.
- D. Label each control device with setting or adjustable range of control.
- E. Indicate all required electrical wiring. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.
- F. Provide details of faces on control panels, including controls, instruments, and labeling.
- G. Include written description of sequence of operation.
- H. Provide wiring diagrams of contractor provided interface and I/O panels.
- I. Provide field routing of proposed network bus diagram listing all devices on bus.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Conduit and Raceway:
 - 1. Electrical Metallic Tubing: EMT and fittings shall conform to ANSI C80.3.
 - 2. Surface Metal Raceway and Fittings: Wiremold 500, Ivory, or approved equal.
 - 3. Flexible Metal Conduit: Indoors, per National Electric Code for connection to moving or vibrating equipment.
 - 4. Liquidtight Flexible Conduit: Outdoors, per National Electric Code for connection to moving or vibrating equipment.
- B. Control Dampers: Ruskin CD-50 or approved equal.
 - 1. Provide dampers with parallel blades for 2- position control.
 - 2. Provide opposed blades for modulating control.
 - 3. Dampers shall be low leakage design with blade and edge seals.
 - 4. Provide multiple sections and operators as required by opening size and sequence of operations, as indicated on the contract drawings.
- C. Electric Actuators: Johnson Controls, Bray, Belimo, TAC or approved equal. KMC actuators are not approved. Size electric actuators to operate their appropriate dampers or valves with sufficient reserve power to provide smooth modulating action or 2-position action as specified. If mixed air AHU has return air, exhaust air and outside air dampers that are not mechanically linked then static safety switch must be installed and wired to safety circuit. Spring return actuators should be provided on heat exchanger control valves or dampers or as specified on the drawings. Control signal shall be 0 to 10 VDC unless otherwise specified on drawings. Actuators with integral damper end switch are acceptable. For VAV reheat valves, actuators shall have a manual override capability to aid in system flushing, startup, and balancing.
- D. Air and Hot Water Electronic Temperature Sensors:
 - 1. All electronic temperature sensors shall be compatible with Johnson METASYS systems.
 - 2. Sensors shall be 1,000 ohm platinum, resistance temperature detectors (RTDs) with two wire connections. Duct mounted sensors shall be averaging type. Contractor may install probe type when field conditions prohibit averaging type, but must receive permission from Owner's Representative.
 - 3. Coordinate thermowell manufacturer with RTD manufacturer. Thermowells that are installed by the contractor, but are to have the RTD installed by owner, must be Johnson Controls Inc. series WZ-1000.
- E. Fan/Pump Status: Status points for fan or pump motors with a VFD must be connected to the terminal strip of the VFD for status indication.
 - 1. Current switches: Current switches are required for fan and pump statuses that are not connected to a VFD. The switches must have an adjustable trip setpoint with LED indication and be capable of detecting broken belts or couplings. Units shall be powered by monitored line, UL listed and CE certified, and have a five year warranty.
 - 2. Kele, Hawkeye or approved equal.
- F. Relays Used for Fan and Pump Start/Stop: Must have LED indication and be mounted externally of starter enclosure or VFD.
 - 1. Kele, RIBU1C or approved equal.
- G. Power Supply Used to Provide Power to Contractor-Provided Control Devices: Shall have adjustable DC output, screw terminals, overload protection and 24 VAC and 24 VDC output.
 - 1. Kele, DCPA-1.2 or approved equal.
- H. Pressure Differential Switch:
 - 1. Fans: NECC model DP222 or approved equal.
- I. Differential Pressure Transmitter: Provide units with linear analog 4-20mA output proportional to differential pressure, compatible with the Johnson METASYS Systems.

1. Water: Units shall be wet/wet differential pressure capable of a bi-directional pressure range of +/- 50 psid. Accuracy shall be +/- 0.25% full scale with a compensated temperature range of 30 to 150 deg F and a maximum working pressure of 250 psig.
 2. Install transmitter in a pre-manufactured assembly with shut off valves, vent valves and a bypass valve.
 - a. a) Setra model 230 with Kele model 3-VLV, three valve manifold or approved equal.
 3. Air: Units shall be capable of measuring a differential pressure of 0 to 5 in. WC. Accuracy shall be +/- 1.0% full scale with a compensated temperature range of 40 to 149 deg F and a maximum working pressure of 250 psig.
 - a. Setra model 267, or approved equal.
 - b. Shall be installed in control panel and piped 2/3 down the duct unless shown otherwise or approved by owners representative.
- J. Building Static Pressure: Transducer shall utilize a ceramic capacitive sensing element to provide a stable linear output over the specified range of building static pressure. Transducer shall be housed in a wall-mounted enclosure with LCD display. Transducer shall have the following capabilities:
1. Input Power: 24 VAC
 2. Output: 0-10 VDC
 3. Pressure Range: -0.25 to +0.25 inches w.g.
 4. Display: 3-1/2 digit LCD, displaying pressure in inches w.g.
 5. Accuracy: +/- 1.0% combined linearity and hysteresis
 6. Temperature effect: 0.05% / deg C
 7. Zero drift (1 year): 2.0% max
 8. Zero adjust: Push-button auto-zero and digital input
 9. Operating Environment: 0 to 140 deg F, 90% RH (non-condensing)
 10. Fittings: Brass barbs, 1/8" O.D.
 11. Enclosure: High-impact ABS plastic
 12. Outside Air Sensor Pickup Port: UV stabilized thermoplastic or aluminum "can" enclosure to shield outdoor pressure sensing tube from wind effects. BAPI ZPS-ACC10-rooftop mount, wall mount, or equivalent.
 13. Transducer shall be Veris Industries Model PXPLX01S, equivalent from Setra, or approved equal.
- K. High Static Pressure Limit Switch: Provide pressure high limit switch to open contact in fan circuit to shut down the supply fan when the inlet static pressure rises above the set point. Provide with an adjustable set point, a manual reset button, 2 SPST (normally closed) contacts, and 1/4" compression fittings.
1. Kele model AFS-460-DDS, or approved equal.
- L. AIRFLOW/TEMPERATURE MEASUREMENT DEVICES
1. Provide airflow/temperature measurement devices where indicated on the plans. Fan inlet measurement devices shall not be substituted for duct or plenum measurement devices indicated on the plans.
 2. The measurement device shall consist of one or more sensor probe assemblies and a single, remotely mounted, microprocessor-based transmitter. Each sensor probe assembly shall contain one or more independently wired sensor housings. The airflow and temperature readings calculated for each sensor housing shall be equally weighted and averaged by the transmitter prior to output. Pitot tubes and arrays are not acceptable. Vortex shedding flow meters are not acceptable.
 3. All Sensor Probe Assemblies
 - a. Each sensor housing shall be manufactured of a U.L. listed engineered thermoplastic.
 - b. Each sensor housing shall utilize two hermetically sealed, bead-in-glass thermistor probes to determine airflow rate and ambient temperature. Devices that use "chip" or diode case type thermistors are unacceptable. Devices that do not have 2 thermistors in each sensor housing are not acceptable.

- c. Each sensor housing shall be calibrated at a minimum of 16 airflow rates and have an accuracy of +/-2% of reading over the entire operating airflow range. Each sensor housing shall be calibrated to standards that are traceable to the National Institute of Standards and Technology (NIST).
 - 1) Devices whose accuracy is the combined accuracy of the transmitter and sensor probes must demonstrate that the total accuracy meets the performance requirements of this specification throughout the measurement range.
 - d. The operating temperature range for the sensor probe assembly shall be -20° F to 160 F. The operating humidity range for the sensor probe assembly shall be 0-99% RH (non-condensing).
 - e. Each temperature sensor shall be calibrated at a minimum of 3 temperatures and have an accuracy of +/-0.15° F over the entire operating temperature range. Each temperature sensor shall be calibrated to standards that are traceable to the National Institute of Standards and Technology (NIST).
 - f. Each sensor probe assembly shall have an integral, U.L. listed, plenum rated cable and terminal plug for connection to the remotely mounted transmitter. All terminal plug interconnecting pins shall be gold plated.
 - g. Each sensor assembly shall not require matching to the transmitter in the field.
 - h. A single manufacturer shall provide both the airflow/temperature measuring probe(s) and transmitter at a given measurement location.
4. Duct and Plenum Sensor Probe Assemblies
- a. Sensor housings shall be mounted in an extruded, gold anodized, 6063 aluminum tube probe assembly. Thermistor probes shall be mounted in sensor housings using a waterproof marine grade epoxy resin. All wires within the aluminum tube shall be Kynar coated.
 - b. The number of sensor housings provided for each location shall be as follows:

1) Area (sq.ft.)	Sensors
(a) <2	4
(b) 2 to <4	6
(c) 4 to <8	8
(d) 8 to <16	12
(e) >=16	16
 - c. Probe assembly mounting brackets shall be constructed of 304 stainless steel. Probe assemblies shall be mounted using one of the following options:
 - 1) Insertion mounted through the side or top of the duct.
 - 2) Internally mounted inside the duct or plenum.
 - 3) Standoff mounted inside the plenum.
 - (a) The operating airflow range shall be 0 to 5,000 FPM unless otherwise indicated on the plans.
5. Fan Inlet Sensor Probe Assemblies
- a. Sensor housings shall be mounted on 304 stainless steel blocks.
 - b. Mounting rods shall be field adjustable to fit the fan inlet and constructed of nickel plated steel.
 - c. Mounting feet shall be constructed of 304 stainless steel.
 - d. The operating airflow range shall be 0 to 10,000 FPM unless otherwise indicated on the plans.
6. Transmitters
- a. The transmitter shall have a 16 character alpha-numeric display capable of displaying airflow, temperature, system status, configuration settings and diagnostics. Configuration settings and diagnostics shall be accessed through a pushbutton interface on the main circuit board. Airflow shall be field configurable to be displayed as a velocity or a volumetric rate.
 - b. The transmitter shall be capable of independently monitoring and averaging up to 16 individual airflow and temperature readings. The transmitter shall be capable of

- displaying the airflow and temperature readings of individual sensors on the LCD display.
- c. The transmitter shall have a power switch and operate on 24 VAC (isolation not required). The transmitter shall use a switching power supply fused and protected from transients and power surges.
 - d. All interconnecting pins, headers and connections on the main circuit board, option cards and cable receptacles shall be gold plated.
 - e. The operating temperature range for the transmitter shall be -20° F to 120° F. The transmitter shall be protected from weather and water.
 - f. The transmitter shall be capable of communicating with the host controls using one of the following interface options:
 - 1) Linear analog output signal: Field selectable, fuse protected and isolated, 0-10VDC and 4-20mA (4-wire).
 - 2) RS-485: Field selectable BACnet-MS/TP, ModBus-RTU and Johnson Controls N2 Bus.
 - 3) 10 Base-T Ethernet: Field selectable BACnet Ethernet, BACnet-IP, ModBus-TCP and TCP/IP.
 - 4) LonWorks Free Topology.
 - g. The transmitter shall have an infra-red interface capable of downloading individual sensor airflow and temperature data or uploading transmitter configuration data to a handheld PDA (Palm or Microsoft Pocket PC operating systems).
7. The measuring device shall be UL listed as an entire assembly.
 8. The manufacturer's authorized representative shall review and approve placement and operating airflow rates for each measurement location indicated on the plans. A written report shall be submitted to the consulting mechanical engineer if any measurement locations do not meet the manufacturer's placement requirements.
 9. Manufacturer
 - a. Primary flow elements, sensors, meters and transducers shall be EBTRON, Inc. Model GTx116-P and GTx116-F or approved equal.
 - b. The naming of any manufacturer does not automatically constitute acceptance of this standard product nor waive their responsibility to comply totally with all requirements of the proceeding specification.
- M. Electrical Requirements: Provide electric-pneumatic switches, electrical devices, and relays that are UL-listed and of type which meet current and voltage characteristics of the project. All devices shall be of industrial/ commercial grade or better. Residential types will be rejected.
1. EP Switches: Landis & Gyr Powers, Inc. Series 265 - Junction Box Type or approved equal.
 2. Relays: Relays shall have an LED status indicator, voltage transient suppression, Closed-Open-Auto switch, plastic enclosure, and color coded wires. Kele model RIBU1C or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION OF CONTROL SYSTEMS

- A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings.
- B. Raceway: Raceway is to be installed in accordance with the National Electric Code. Use of flexible metal conduit or liquidtight flexible conduit is limited to 36" to connect from EMT to devices subject to movement. Flexible raceway is not to be used to compensate for misalignment of raceway during installation.
- C. Control Wiring: Install control wiring in raceway, without splices between terminal points, color-coded. Install in a neat workmanlike manner, securely fastened. Install in accordance with National Electrical Code.
 1. Install circuits over 25-volt with color-coded No. 12 stranded wire.

2. Install electronic circuits and circuits under 25-volts with color-coded No. 18 stranded twisted shielded pair type conductor.
 3. N2 communications bus wire shall be 18 AWG, plenum rated, stranded twisted shielded, 3 conductor, with blue outer casing, described as 18-03 OAS STR PLNM NEON BLU JK distributed by Windy City Wire, constructed by Cable-Tek, or approved equivalent.
 - a. Metastat wiring shall be minimum 20 AWG, plenum rated, stranded, 8 conductor stranded wire.
 4. FC communications bus wire shall be 22 AWG, plenum rated, stranded twisted shielded, 3 conductor, with blue outer casing, described as 22-03 OAS STR PLNM NEON BLU JK distributed by Windy City Wire, constructed by Cable-Tek, or approved equivalent.
 - a. Network sensor wiring (SA Bus) shall be 22 gauge plenum rated stranded twisted wire, 4 conductor.
 5. All control wiring at control panel shall be tagged and labeled during installation to assist owner in making termination connections at control panel. Label all control wires per bid documents.
- D. All low voltage electrical wiring shall be run as follows:
1. Route electrical wiring in concealed spaces and mechanical rooms whenever possible.
 2. Provide EMT conduit and fittings in mechanical rooms and where indicated on drawings.
 3. Low voltage electrical wiring routed above acoustical ceiling is not required to be in conduit, but wire must be plenum rated and properly supported to building structure.
 4. Provide surface raceway, fittings and boxes in finished areas where wiring cannot be run in concealed spaces. Route on ceiling or along walls as close to ceiling as possible. Run raceway parallel to walls. Diagonal runs are not permitted. Paint raceway and fittings to match existing conditions. Patch/repair/paint any exposed wall penetrations to match existing conditions.
- E. All devices shall be mounted appropriately for the intended service and location.
1. Adjustable thermostats shall be provided with base and covers in occupied areas and mounted 48" above finished floor to the top of the device. Tubing and/or wiring shall be concealed within the wall up to the ceiling where ever possible. Surface raceway may only be used with approval of Owners Representative. Wall mounted sensors such as CO2, RH, and non-adjustable temperature sensors shall be mounted 54" above finished floor. Duct mounted sensors shall be provided with mounting brackets to accommodate insulation. Mounting clips for capillary tubes for averaging sensors are required.
 2. All control devices shall be tagged and labeled for future identification and servicing of control system.
 3. Preheat and mixed air discharge sensors must be of adequate length and installed with capillary tube horizontally traversing face of coil, covering entire coil every 24 inches bottom to top.
 4. All field devices must be accessible or access panels must be installed.
- F. Install magnehelic pressure gage across each air handling unit filter bank. If the air handling unit has a prefilter and a final filter, two magnehelic pressure gages are required.

3.02 ADJUSTING AND START-UP

- A. Start-Up: Temporary control of Air Handling Units shall be allowed only if approved by the owner's representative to protect finishes, etc., AHUs may be run using caution with temporary controls installed by contractor early in the startup process. All safeties including a smoke detector for shut down must be operational. Some means of discharge air control shall be utilized and provided by the contractor such as a temporary temperature sensor and controller located and installed by the Contractor.
- B. The start-up, testing, and adjusting of pneumatic and digital control systems will be conducted by owner. Once all items are completed by the Contractor for each system, Contractor shall allow time in the construction schedule for owner to complete commissioning of controls before project substantial completion. This task should be included in the original schedule and updated to include the allotted time necessary to complete it. As a minimum, the following items are required to be completed by the Contractor for Owner to begin controls commissioning.

1. Process Control Network
 - a. The control boards and enclosures need to be installed in the mechanical rooms.
 - b. The fiber optic conduit and box for the process control network needs to be installed. Once in place, Owner needs to be contacted so the length of the owner provided fiber cable can be determined and ordered, if required. Coordinate with Owner to schedule the pull in and termination of the fiber cable. Power should be in place at that time. (Fiber for the process control network is required to allow metering of utilities prior to turn on.)
2. Heating System
 - a. Pumps, heat exchangers, steam pressure reducing station, piping, control valves, steam and/or hot water meter, feeder conduit and wire, VFDs, control panels and control wiring installed in the mechanical room. The house keeping pads must be poured before pump operation. All must be in place in working order (pumps aligned, VFDs set up by vendor, motors checked for rotation, steam regulators set to required pressure, condensate pumps operational, heating system ready to circulate (all piping pressure tested, flushed, and insulated) with differential pressure sensors in place.
3. Cooling System
 - a. Pumps, heat exchangers, piping, control valves, chilled water meter, feeder conduit and wire, VFDs, control panels and control wiring installed in the mechanical room. The house keeping pads must be poured before pump operation. All must be in place in working order (pumps aligned, VFDs set up by vendor, motors checked for rotation, cooling system ready to circulate (all piping pressure tested, flushed, and insulated) with differential pressure sensors in place.
4. VAVs-First Pass
 - a. Power, (FC or N2 bus), and control wire installed before owner can make first commissioning pass. First pass includes installation of VAV controller, termination of power, control and network communication wiring.
5. Air Handlers
 - a. Prior to owner commissioning, at a minimum, the following items shall be complete: Power wiring, motor rotation check, fire/smoke dampers open, control wiring including all safeties, IO cabinet, air handler cleaned, and filters installed as required. To protect the systems from dirt, outside air with no return will be used until the building is clean enough for return air operation.
6. VAVs-Second Pass
 - a. After the air handlers are running and under static pressure control and the heating water system is operating, a second pass can be made on the VAVs to download the control program and commission controllers to verify the VAV dampers, thermostat, and reheat control valves are working properly.
7. Exhaust and Energy Recovery Systems
 - a. Exhaust fans need to be operational and under control before labs can be commissioned.
8. Lab Air Controls
 - a. Lab Air Controls vendor will have the same requirements as stated above for VAVs.
9. Some balance work can be done alongside the control work as long as areas are mostly complete and all diffusers are in place.

3.03 CLOSEOUT PROCEDURES

- A. Contractor shall provide complete diagrams of the control system including flow diagrams with each control device labeled, a diagram showing the termination connections, and an explanation of the control sequence. The diagram and sequence shall be framed and protected by glass and mounted next to controller.
- B. Contractor shall provide as built diagram of network bus routing listing all devices on bus, once wiring is complete prior to scope completion.

END OF SECTION 23 0900

SECTION 23 3100
HVAC DUCTWORK AND SUPPORTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Equipment supports.
- B. Casings and plenums.
- C. Exhaust ductwork.

1.02 REFERENCE STANDARDS

- A. American Society of Civil Engineers/Structural Engineering Institute (ASCE/SEI):
 - 1. ASCE/SEI 7 - Minimum Design Loads for Buildings and Other Structures.
- B. American Welding Society (AWS):
 - 1. AWS D1.1/D1.1M - Structural Welding Code - Steel.
- C. ASTM International (ASTM):
 - 1. ASTM A36/A36M - Specification for Carbon Structural Steel.
 - 2. ASTM A780 - Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.

1.03 DEFINITIONS

- A. MSS: Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.

1.04 SUBMITTALS

- A. Product Data: Provide data for each type of product indicated below.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
 - 1. Metal framing systems.

1.05 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Supports to be designed by a qualified professional engineer. Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.
- B. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 - 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
 - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 - 3. Design seismic-restraint hangers and supports for piping and equipment [and obtain approval from authorities having jurisdiction].

1.06 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify welding procedures, welders, and welding operators according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience, and approved by manufacturer.
- C. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum 3 years of documented experience.

PART 2 PRODUCTS

2.01 EQUIPMENT SUPPORTS

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

2.02 DUCT ASSEMBLIES

- A. Fume Hood Exhaust: 1/2 inch w.g. pressure class, stainless steel.

2.03 MATERIALS

- A. Structural Steel: ASTM A36/A36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5,000-psi (34.5-MPa), 28-day compressive strength.
- C. Stainless Steel for Ducts: ASTM A666, Type 304.

2.04 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
- D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- E. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).
- F. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

2.05 MANUFACTURED DUCTWORK AND FITTINGS

- A. Spiral Ducts: Round spiral lockseam duct with stainless steel outer wall.
 - 1. Manufacture in accordance with SMACNA (DCS).
 - 2. Manufacturers:
 - a. EHG, a DMI Company; _____: www.ehgduct.com/#sle.
 - b. GSI, a DMI Company; _____: www.greenseamind.com/#sle.
 - c. Linx Industries, Inc, a DMI Company; _____: www.li-hvac.com/#sle.
 - d. MKT Metal Manufacturing; _____: www.mktduct.com/#sle.
 - 3. Minimum 21 gage, 0.0344 inch thick, single wall, Type 304 stainless steel.
 - 4. Fabricate in accordance with ductwork manufacturer's instructions, test duct system to sustain positive and negative pressures in compliance with ASHRAE Std 126.
 - 5. Designed, fabricated, and installed liquidtight preventing exhaust leakage into building.
 - 6. Operating Range: 10 inch wg.
 - 7. Seal joints during installation with factory supplied flanges and airtight gasketing.
- B. Round Duct Connection System: Interlocking duct connection system in accordance with SMACNA (DCS).

2.06 CASINGS AND PLENUMS

- A. Fabricate casings in accordance with SMACNA (DCS) and construct for operating pressures indicated.

- B. Reinforce door frames with steel angles tied to horizontal and vertical plenum supporting angles. Install hinged access doors where indicated or required for access to equipment for cleaning and inspection.
- C. Fabricate acoustic casings with reinforcing turned inward. Provide 16 gauge, 0.0598 inch sheet steel back facing and 22 gauge, 0.0299 inch perforated sheet steel front facing with 3/32 inch diameter holes on 5/32 inch centers. Construct panels 3 inches thick packed with 4.5 lb/cu ft minimum glass fiber insulation media, on inverted channels of 16 gauge, 0.0598 inch sheet steel.

PART 3 EXECUTION

3.01 SUPPORTS FOR HVAC DUCTWORK

- A. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
- B. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above roof and or floor.
- C. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- D. Provide lateral bracing, to prevent swaying, for equipment supports.
- E. Provide first duct support from fan opening 2'-0" from fan inlet.
- F. Locate a duct support within 2'-0" of the end any elbows in duct.
- G. Support elbows with centerline lengths greater than 4'-0" with an intermediate support.
- H. For straight runs of duct, support duct at least every 12'-0".

3.02 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with qualified procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.03 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches (40 mm).

3.04 DUCT INSTALLATION

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

- F. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of airflow.
- G. Use double nuts and lock washers on threaded rod supports.
- H. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified.
- I. See specification section 07 8400 for firestopping requirements.

3.05 CLEANING

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

3.06 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils (0.05 mm).
 - 2. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

END OF SECTION 23 3100

SECTION 23 3300
AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct access doors.
- B. Duct test holes.
- C. Flexible duct connectors.
- D. Volume control dampers.

1.02 RELATED REQUIREMENTS

- A. Section 23 3100 - HVAC Ductwork and Supports.

1.03 REFERENCE STANDARDS

- A. AMCA 500-D - Laboratory Methods of Testing Dampers for Rating.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.
- D. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible.

1.04 SUBMITTALS

- A. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 DUCT ACCESS DOORS

- A. Manufacturers:
 - 1. Acudor Products Inc, a Division of Nelson Industrial Inc: www.acudor.com/#sle.
 - 2. Ductmate Industries, Inc, a DMI Company: www.ductmate.com/#sle.
 - 3. Elgen Manufacturing, Inc: www.elgenmfg.com/#sle.
 - 4. Lloyd Industries, Inc: www.firedamper.com/#sle.
 - 5. MKT Metal Manufacturing: www.mktduct.com/#sle.
 - 6. Nailor Industries, Inc: www.nailor.com/#sle.
 - 7. Ruskin Company: www.ruskin.com/#sle.
 - 8. SEMCO LLC: www.semcohvac.com/#sle.
 - 9. Ward Industries, a brand of Hart and Cooley, Inc: www.wardind.com/#sle.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Access doors with sheet metal screw fasteners are not acceptable.

2.02 DUCT TEST HOLES

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
- B. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Provide extended neck fittings to clear insulation.

2.03 FLEXIBLE DUCT CONNECTORS

- A. Manufacturers:
 - 1. Carlisle HVAC Products; Dynair Connector Plus G90 Steel Offset Seam Neoprene Fabric: www.carlislehvac.com/#sle.
 - 2. Ductmate Industries, Inc, a DMI Company: www.ductmate.com/#sle.
 - 3. Elgen Manufacturing, Inc: www.elgenmfg.com/#sle.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. UV and Chemical resistant, for use in fume hood exhaust systems in outdoor spaces.
- D. Flexible Duct Connections: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene or Hapalon coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.
 - a. Net Fabric Width: Approximately 3 inches wide.
 - 2. Metal: 3 inches wide, 24 gage, 0.0239 inch thick stainless steel.
- E. Leaded Vinyl Sheet: Minimum 0.55 inch thick, 0.87 lbs per sq ft, 10 dB attenuation in 10 to 10,000 Hz range.
- F. Maximum Installed Length: 14 inch.

2.04 VOLUME CONTROL DAMPERS

- A. Manufacturers:
 - 1. AireTechnologies, Inc, a DMI Company: www.airetechnologies.com/#sle.
 - 2. Louvers & Dampers, Inc, a brand of Mestek, Inc: www.louvers-dampers.com/#sle.
 - 3. MKT Metal Manufacturing: www.mktduct.com/#sle.
 - 4. Nailor Industries, Inc: www.nailor.com/#sle.
 - 5. NCA, a brand of Metal Industries Inc: www.ncamfg.com/#sle.
 - 6. Ruskin Company: www.ruskin.com/#sle.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Single Blade Dampers:
 - 1. Fabricate for duct sizes up to 6 by 30 inch.
 - 2. Blade: 24 gauge, 0.0239 inch, minimum.
- D. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon, thermoplastic elastomer, or sintered bronze bearings.
- E. Quadrants:
 - 1. Provide locking, continuously variable, indicating quadrant regulators on single and multi-blade dampers.
 - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
 - 3. Where rod lengths exceed 30 inches provide regulator at both ends.

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that electric power is available and of the correct characteristics.

3.02 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 23 3100 for duct construction and pressure class.
- B. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide minimum 8 by 8 inch size for hand access, size for shoulder access, and as indicated. Provide 4 by 4 inch for balancing dampers only. Review locations prior to fabrication.
- C. Provide duct test holes where indicated and required for testing and balancing purposes.

- D. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- E. At existing building and roof expansion joints, provide flexible duct connections over joint, between adjacent duct supports.
- F. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment.
- G. For fans developing static pressures of 5.0 inches and over, cover flexible connections with leaded vinyl sheet, held in place with metal straps.
- H. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.

END OF SECTION 23 3300

SECTION 23 3423

GENERAL LABORATORY FUME HOOD EXHAUST FANS

PART 1-GENERAL

1.01 1.1 REFERENCES:

- A. Fans must be tested in accordance with AMCA 210 and 300 in an AMCA accredited laboratory certified for air and sound performance.
- B. Fans shall be UL and CUL listed per UL 705 safety standard.
- C. Fans shall meet the criteria of NFPA-45.
- D. Classification for Spark Resistant Construction shall conform to AMCA 99.

1.02 1.2 ACCEPTABLE MANUFACTURERS

- A. Products shall be provided by, but not limited to, the following:
 - 1. Strobic
 - 2. Greenheck
 - 3. Cook

1.03 1.3 SUBMITTALS:

- A. Submit shop drawings and product data sheets including performance data, fan performance curves, vibration levels, maintenance requirements and sound power levels.
- B. Provide literature that indicated dimensions, weights, capacities, ratings, fan performance, finishes of materials, electrical characteristics, and connection requirements.
- C. Provide manufacturer's installation instructions.

1.04 1.4 WARRANTY

- A. Fan manufacturer shall provide a 7 year parts warranty from time of purchase to include fan, motor and drive mechanisms including pillow blocks, sheaves, shafts, couplings and belts. This warranty shall be held solely by the fan manufacturer. All warranty claims, as defined above, shall be the sole responsibility of the fan manufacturer.

PART 2 - PRODUCTS

2.01 2.1 MIXED-FLOW INDUCED DILUTION FANS:

- A. Impellers shall be mounted directly to the motor shaft to provide Arrangement 4 Direct Drive. Motors shall be isolated from the primary exhaust air stream. Motor maintenance shall be limited to greasing and accessible from the fan exterior. Models that are not Arrangement #4 will be rejected.
- B. Mixed flow impellers shall consist of combination axial/backward curved blades and shall be of welded steel construction unless scheduled AMCA B. The impellers shall have non-stall and non-overloading performance characteristics with aerodynamically stable operation at any point on the fan curves.
- C. Fan Performance shall be as stated on the schedule. The Static Pressure stated on the schedule shall be at the inlet to the "Fan System" and does not include any losses of equipment provided by the fan manufacturer (ie: HRU, Filters, Silencers, etc...). All losses for the equipment provided by the fan manufacturer shall be detailed in the fan manufacturers technical proposal and or submittal.
- D. Fan and all drive components, including motors, shall have a combined bearing life of a minimum of L10 = 150,000 hours. Belt driven fans that derate the motor bearing life to L10 = 50,000 hours are not acceptable.
- E. Maintenance shall only be required on a minimum of 18-month intervals. This maintenance shall be limited to re-greasing of the motor bearings.
- F. Stationary discharge guide vane sections shall be provided to increase fan efficiencies.

- G. Fan dynamic balance shall not exceed 0.5 mil, peak-to-peak for nominal 900RPM, 1200RPM, and 1800RPM fans, or 0.055 in/sec -peak for 1800 RPM, 0.035 in/sec — peak for 1200 RPM, and 0.030 in/sec-peak for 900 RPM fans measured at the blade pass area when operating at fan frequency. Vibration isolation shall be limited to rubber-in-shear pad type isolators unless otherwise specified.
- H. Factory test reports detailing vibration levels at the blade pass area shall be provided. Vibration levels shall be reported in both the axial and radial direction. If fan vibration is greater than 0.5 mils peak-to-peak at the blade pass area, fan manufacturer shall be responsible for providing vibration isolators on each fan and flexible connection at each duct inlet. Manufacturer shall add 0.5" additional static pressure to the fan system to compensate for losses through the flexible connection. Vibration isolators, 2" deflection seismic rated spring, must be installed on each individual fan with a minimum of four per fan. In addition, fan manufacturer shall be responsible for providing a method to repair or replace flexible connection or vibration isolators without shut down of the fan system. This includes any engineering, additional ductwork, and isolation dampers required to perform repairs while the system is still fully operational. Fan manufacturer shall also provide labor to change out or repair flexible connection and vibration isolators for a seven (7) year period from shipment.
- I. If a belt drive fan is supplied the fan manufacturer shall include a seven (7) year
- J. service contract for maintaining the belts, sheaves and drive mechanism. This is to include monthly inspections as noted in the ANSI Z9.5, 8.7.2 and any tensioning, and belt replacement during the seven (7) year period. This contract shall be detailed in the proposal and included in its total value.
- K. Standard fan assemblies (4 feet or lesser above standard height) shall be designed for mounting on conventional roof curb without the need for guy wire supports.
- L. Discharges shall include twin FRP nozzles with passive third central stacks that are capable of generating aspiration. The FRP shall be chemically and UV resistant.
- M. Entrainment windbands shall provide secondary induction of outside air. Induction shall take place downstream of the fan impeller and shall not influence BHP or static pressure requirements. Windbands shall discharge up to 270% of the design flow rates. The manufacturer shall publish discharge volumes for all fans at specified primary exhaust flow.
- N. Fan shall be constructed to AMCA "C" standards per AMCA 99 with a non-ferrous inlet bell provided in order to reduce sparking in the event of a motor bearing failure.
- O. Fans shall be modular construction and capable of being assembled on the roof.
- P. Chemical resistant gaskets shall be provided at all companion flanged joints.
- Q. Fasteners shall be 316 stainless steel.
- R. A bolted access door shall be provided for impeller inspection on each fan.
- S. Fans and accessories shall have internal drain systems to prevent rainwater from entering building duct system.
- T. Electric motors shall be TEFC Mill & Chemical duty with a 1.15 service factor and an L10 bearing life of 150,000 hours. Premium Efficient motors shall have regreasable bearings with grease relief fittings in every NEMA frame. Fan motors shall be C-Face and foot mounted. For motors driven by VFD's shaft grounding kits shall be installed on motor below 400 frames and insulated bearings on motors frames 400 and above.
- U. Extended motor lube lines of Teflon tubing covered with braided stainless steel shall be provided. Extended lube lines shall be mounted to a bracket located on the fan housing with grease relief fittings on each line.
- V. A NEMA 4x non-fused rotary disconnect switch shall be provided, mounted and wired to the motor.
- W. All steel and aluminum surfaces components must be coated with a high solids epoxy with low VOC chemical resistant barrier coating epoxy. The coating system, a total thickness of up to 12

mils, is not affected by the UV component of sunlight (does not chalk), and has superior corrosion resistance to acid, alkali, and solvents. Coating system shall exceed 7000 hour ASTM B117 Salt Spray Resistance. Standard finish color to be gray. All coatings that include a zinc-rich epoxy primer are strictly prohibited. Zinc coatings react with alkalis and acids, thus causing premature failure of the coating system and should never be used for laboratory applications.

- X. The fan supplied must meet the system exhaust CFM and the motor BHP shall not be larger than that shown on the fan schedule. If the BHP is larger than that shown then the fan manufacturer shall provide money for the additional energy cost for a seven (7) year period. The cost shall be \$7,530.00 per BHP greater than that shown in the schedule. The fan manufacturer shall also provide any additional money required for wiring changes or any other changes required for installation of the equipment. These additional charges shall be detailed on the proposal and include in its total value.
- Y. Fan and Mixing Box systems supplied by the manufacturer must have a footprint as shown on the drawings / schedule. Exhaust systems with larger footprints shall not be acceptable.
- Z. The static pressure shown on the schedule is based on the static pressure requirements at the inlet to the mixing box. Any system deviating from the basis of design shall include and detail in their proposal additional losses for flexible connectors, fan losses, elbows, mixing box, etc. that are not included in their fan curves. In addition, any deviation from the basis of design shall be subject to requirements stated in sections 1.3.2, 2.1.8 and 2.1.23.

2.02 3.1 ACCESSORIES

- A. Inlet mixing plenums shall be provided by the fan manufacturer. Each plenum shall be sized to support the weight and performance requirement of the number of fans listed on the schedule. Multiple-fan plenums shall be insulated double wall construction with structural stiffeners. Double-wall plenums, except for fans over 3hp, shall have an overall minimum wall thickness of 1.5", and the insulation shall have a minimum R value of 4.34. Outer skin of double wall plenums shall be coated Galvaneal steel or embossed aluminum. Inner skin shall be uncoated 304 stainless steel. Multiple-fan plenums shall be able to withstand a minimum of 12 in. w.g. of negative pressure. Single-fan plenums shall be of continuously welded, heavy gauge steel construction. For single-thickness plenums, coatings shall be the same as specified for the fans. All plenums shall be capable of supporting the fan(s) without guy wires or supports. The plenums shall include hinged access doors. The primary air inlets shall be located on the bottom or side as noted on construction drawings. Unless otherwise specified, plenums shall be suitable for mounting on roof curbs. Safety screens shall be supplied over inlet of fan.
- B. Bypass dampers shall be provided with all mixing plenums for outside air with primary exhaust. Bypass damper(s) shall be sized to bypass the airflow capacity of one fan at the required static pressure of the system. Dampers will be opposed blade low leakage air foil control dampers with extended shaft for connection to an operator. The dampers shall be all aluminum construction unless otherwise specified. Rain hoods shall be provided with each damper. The dampers shall be controlled by electric proportional control damper actuators (or hand quadrant where specified), which require no crank arm nor linkage. Bypass damper actuators shall be warranted under the original part manufacturer's warranty term.
- C. An acoustic louver shall be provided at the inlet to the bypass dampers on systems requiring sound attenuation.
- D. Low leakage isolation dampers shall be constructed of aluminum air foil extrusions and epoxy coated. Operators shall be 2 position, shall have On-off electronic or spring return damper actuators that are direct coupled type which require no crank arm and linkage and be capable of direct mounting to a jackshaft. Isolation damper actuators shall be warranted under the original part manufacturer's warranty term.
- E. Vortex breakers shall be provided on all side inlet and multiple fan plenums.
- F. A galvanized steel roof curb shall be provided to support the fans/plenums. The curb shall be minimum 14 gauge and canted for rigidity in wind loads. The curb shall include a rigid fiberglass liner and a wood nailer.

- G. Acoustical Silencer Nozzle shall be designed as an integral component of the exhaust fan discharge nozzle and shall not increase the height of the overall assembly. Integral Acoustical Silencer Nozzle with a minimum of 12dBA insertion loss. Lining the interior of the windband is not an acceptable method of attenuation due to line of site sound in the free area between the nozzle and windband.
1. The Acoustical Silencer Nozzle shall provide the attenuation values as specified in the following schedule. The published insertion loss values shall be obtained from an AMCA 300 test with the silencer installed on the fan specified. Ratings based on separate silencer and fan testing is not acceptable. Applications with bypass dampers must provide acoustical louvers on the face of the damper to maintain sound values associated with acoustical silencer nozzles.

OCTAVE BAND CENTER FREQUENCY (Hz)									
FAN SIZE / SILENCER MODEL	LENGTH	63	125	250	500	1000	2000	4000	8000
TS-2	64"	0	4	9	11	12	13	9	4
TS-3	88"	0	6	7	10	11	7	11	2
TS-4	89"	5	8	9	11	12	12	10	6
TS-5	93"	3	14	15	17	18	13	8	6

1. The silencer shall be constructed with an outer shell of fiber-reinforced plastic. The inner liner shall be perforated corrosion-resistant steel. The silencer shall match the color of the fans. Acoustic media shall be isolated from the air stream by a non-fibrous acoustical media.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install fans with resilient mounting and flexible electrical leads. Provide open spring type vibration isolators. See structural drawings for structural steel fan mounting frame.
- C. Install flexible connections between fan inlet and discharge ductwork; see Section 23 3300. Ensure metal bands of connectors are parallel with minimum one-inch flex between ductwork and fan while running.
- D. Provide safety screen where inlet or outlet is exposed.

END OF SECTION 23 3423

SECTION 23 3600
AIR TERMINAL UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single-duct terminal units.
 - 1. Single-duct, constant-volume units.

1.02 RELATED REQUIREMENTS

- A. Section 23 3100 - HVAC Ductwork and Supports.
- B. Section 23 3300 - Air Duct Accessories.

1.03 REFERENCE STANDARDS

- A. AHRI 880 (I-P) - Performance Rating of Air Terminals.
- B. ASHRAE Std 130 - Methods of Testing Air Terminal Units.
- C. ASTM A492 - Standard Specification for Stainless Steel Rope Wire.
- D. ASTM A603 - Standard Specification for Zinc-Coated Steel Structural Wire Rope.
- E. NFPA 70 - National Electrical Code.
- F. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.
- G. SMACNA (SRM) - Seismic Restraint Manual Guidelines for Mechanical Systems; Sheet Metal and Air Conditioning Contractors' National Association.
- H. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

- A. Product Data: Provide data indicating configuration, general assembly, and materials used in fabrication. Include catalog performance ratings that indicate air flow, static pressure, and NC designation. Include electrical characteristics and connection requirements.
- B. Project Record Documents: Record actual locations of units and locations of access doors required for access of valving.
- C. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for air terminal units.

PART 2 PRODUCTS

2.01 AIR VOLUME CONTROL VALVES

- A. Manufacturers:
 - 1. Phoenix Controls; www.phoenixcontrols.com
- B. General:
 - 1. Factory-assembled air volume control valves rated in accordance with AHRI 880 (I-P).

2. Clearly label each unit indicating maximum/minimum cfm, tag/mark number, model number, and manufacturer's order number.
- C. Construction:
1. Casing: Minimum 20 gauge, 0.0375 inch Type 316L stainless steel suitable for welding in place without distortion, meeting the requirements of NFPA 90A and UL 181.
 2. Damper: Minimum 22 gauge, 0.0299 inch Type 316L stainless steel with teflon damper shaft bearings and damper gasket.
 3. Air volume control assemblies to consist of steel, cylindrical flow diverter valve.
- D. Electrical Requirements:
1. Single-point power connection.
 2. Equipment wiring to comply with requirements of NFPA 70.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that conditions are suitable for installation.
- B. Verify that field measurements are as indicated on drawings.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Location of all boxes shall be accessible for maintenance. Access areas shall be shown on the drawings.
- C. See drawings for the size(s) and duct location(s) of the air terminal units.
- D. Provide ceiling access doors or locate units above easily removable ceiling components.
- E. Support units individually from structure with wire rope complying with ASTM A492 and ASTM A603 in accordance with SMACNA (SRM). See Section 23 0548.
- F. Do not support from ductwork.
- G. Connect to ductwork in accordance with Section 23 3100.
- H. Verify that electric power is available and of the correct characteristics.

3.03 ADJUSTING

- A. Reset volume with damper operator attached to assembly allowing flow range modulation from 100 percent of design flow to zero percent full flow.

END OF SECTION 23 3600

SECTION 23 3700
AIR OUTLETS AND INLETS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Registers/grilles:
 - 1. Ceiling-mounted, egg crate exhaust and return register/grilles.
- B. Local Exhaust Arms

1.02 SUBMITTALS

- A. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

1.03 QUALITY ASSURANCE

- A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.
- B. Test and rate louver performance in accordance with AMCA 500-L.
- C. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.04 MOCK-UP

- A. Provide mock-up of typical interior ceiling module with supply and return air outlets.
- B. Locate where directed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. American Louver Company; ALC Grilles and Registers: www.americanlouver.com/#sle.
- B. Carnes, a division of Carnes Company Inc: www.carnes.com/#sle.
- C. Hart & Cooley, Inc: www.hartandcooley.com/#sle.
- D. Price Industries: www.price-hvac.com/#sle.
- E. Ruskin Company: www.ruskin.com/#sle.
- F. Titus, a brand of Air Distribution Technologies: www.titus-hvac.com/#sle.
- G. Tuttle and Bailey: www.tuttleandbailey.com/#sle.

2.02 CEILING EGG CRATE EXHAUST AND RETURN GRILLES

- A. Type: Egg crate style face consisting of 1/2 by 1/2 by 1/2 inch grid core.
- B. Fabrication: Grid core consists of aluminum with mill aluminum finish.
- C. Color: As indicated.
- D. Provide with sheet metal backing for direct duct connection.

2.03 LOCAL EXHAUST ARMS

- A. Manufacturers:
 - 1. Movex Inc.: www.movexinc.com
 - 2. Monkey Industrial Supply Inc.: www.monkeyindustrialsupply.com
 - 3. Sentry Air Systems: www.sentryair.com
- B. Laboratory grade local exhaust arm, ball bearing-equipped adjustable friction joints, zinc plated steel support springs, anodized aluminum arm tubes, polypropylene joints.
- C. See Drawing Schedule.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Comply with SMACNA (ASMM) for flashing/counter-flashing of roof penetrations and supports for roof curbs and roof mounted equipment.
- C. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.
- D. Install diffusers to ductwork with air tight connection.
- E. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
- F. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 09 9123.

END OF SECTION 23 3700

SECTION 23 3816
LABORATORY FUME HOODS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section Includes:
 - 1. Bench-top High-Performance Laboratory Fume Hoods.
 - 2. Service fixtures (ie. water, gas, etc.) and electrical service fittings in fume hoods.
 - 3. Piping and wiring within service fittings, light fixtures, switches, and other electrical devices.
 - 4. Work Surfaces within fume hoods.
 - 5. Laboratory sinks and cup sinks in fume hoods.

1.02 SCOPE AND CLASSIFICATION

- A. This specification covers the requirements for the purchase of bench mounted laboratory fume hoods for use with remote exhaust blower systems.
- B. Bench-mounted laboratory fume hoods in 4 and 5-foot widths, internal depth of 27.2" and external depth of 37.7" is required.
- C. This specification sets the intent for quality, performance and appearance.

1.03 REFERENCES

- A. The laboratory hoods must conform to the following regulations and standards.
 - 1. SEFA 1-2010, Scientific Equipment and Furniture Association, Recommended Practices for Laboratory Fume Hoods
 - 2. SEFA 8-2010, Recommended Practices for Laboratory Grade Metal Casework, 8.0 Cabinet Surface Finish Tests
 - 3. NFPA 45-2011, National Fire Protection Association, Fire Protection for Laboratories Using Chemicals
 - 4. ASTM E84-09C, ANSI 2.5, NFPA 255, UL 723, UBC 8-1 (42-1), Standard Test method for Surface Burning Characteristics of Building Materials
 - 5. ASHRAE 110-95, American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Method of Testing Performance of Laboratory Fume Hoods
 - 6. ANSI/AIHA Z9.5-2011, American Industrial Hygiene Association, Laboratory Ventilation
 - 7. OSHA, Federal Register 29 CFR Part 1910, Occupational Safety & Health Administration, U.S. Department of Labor, Occupational exposures to hazardous chemicals in laboratories.
- B. The laboratory fume hoods must carry the ETL listed mark for the following.
 - 1. UL 61010-1 (formerly 3101-1), Underwriters Laboratories Inc., Electrical Equipment for Laboratory Use
 - 2. CAN/CSA C22.2 No. 61010-1, Canadian Standards Association, Safety Requirements for Electrical Equipment for Measurement, Control and Laboratory Use
 - 3. UL 1805, Underwriters Laboratories Inc., Standard for Laboratory Hoods and Cabinets

1.04 PERFORMANCE REQUIREMENTS

- A. General Design Requirements (See Part 2 for details)
 - 1. Fume hoods shall function as ventilated, enclosed workspaces, designed to capture, contain and exhaust fumes, vapors and particulate matter produced or generated within the enclosure.
 - 2. Fume hood shall be factory designed to function as a by-pass fume hood or as a variable air volume fume hood without modification.
 - 3. Structure and Materials of construction
 - a. Hoods are of double-wall construction
 - b. Powder-coated, cold rolled steel exterior
 - c. Galvanized steel support members
 - d. Sheet molded composite panel internal liner

4. Baffles
 - a. Perforated primary baffle designed to pull air in horizontal streams to minimize the air roll pattern associated with traditional fume hoods.
 - b. Baffle slot pattern designed to optimize face velocity profile.
 - c. A secondary baffle is located behind the primary perforated baffle to counteract upward air streams that produce roll.
 - d. Moving or adjustable baffles are not acceptable
 5. Sash
 - a. Maximum opening is 28".
 - b. Unobstructed viewing height is 37.5".
 - c. Hood incorporates a perforated sash handle to bleed air into the hood chamber directing fume concentrations away from the user's breathing zone.
 6. Airfoil:
 - a. Hoods are provided with an air foil across the bottom of the sash area to allow airflow into the hood regardless of user's position.
 7. Hoods are provided with an upper dilution air supply for by-pass air to bathe the sash interior and upper interior and to provide 5-10% of the hood's air volume requirements.
 8. Besides the exhaust blower, no additional blowers are required for specified containment.
 9. Access for maintenance is from both the front, interior, and exterior sides of the hood.
 10. Services:
 - a. Furnishing and delivering all service outlets, accessory fittings, electrical receptacles and switches, as listed in these specifications, equipment schedules or as shown on drawings.
 - b. Plumbing fittings mounted on the fume hood superstructures shall be pre-plumbed per section 2.03.
 - c. Final plumbing and electrical connections are the responsibility of those contractors fulfilling requirements of Divisions [15 and 16].
 - d. All electrical services are pre-wired to a single point internal junction box at the top right of the hood.
 11. Hoods without service fixtures pass through a 38" opening without disassembly.
- B. Containment
1. The purpose of this section is to set a standard of performance for the bidder's laboratory fume hood before award of contract, and may not necessarily represent the operating conditions of the hoods after installation. Before or after award of contract, owners may require representative witness to said testing at their option, with failure to meet passing criteria as grounds for rejection of the bidder. Test data shall be provided at no cost to the owner.
 2. Evaluation of manufacturer's standard product shall take place in manufacturer's test facility meeting the following criteria.
 - a. Lab to be located at manufacturer's place of business for the testing of bench-mounted laboratory hoods in accordance with ASHRAE Standard 110.
 - b. Room shall accommodate hoods up to 16' wide, while maintaining sufficient area so that a minimum of 15 feet of clear space is available in front of and 5' on both sides of hoods for viewing tests.
 - c. The facility's ventilation system shall have adequate heating and air conditioning so that room air temperatures can be maintained within the desired ranges.
 - d. One hundred percent non-recirculated air to be both carbon and HEPA filtered to ensure removal of contaminants that could interfere with containment testing before entering the lab.
 - e. Make-up air to the test room shall be ceiling-supplied through any combination of multiple diffusers to either minimize adverse airflow, or increase it depending on test objectives.
 - f. Exhaust volumes shall be computer controlled and measured via AMCA calibrated orifices and flow station at each exhaust trunk.

- g. Room pressurization must be digitally monitored, and variable depending on test objectives.
- h. All equipment must be properly calibrated.
- i. Qualified personnel familiar with the laboratory and its operation shall be available to perform the test.
- j. Include the following instrumentation and test equipment:
 - 1) Properly calibrated hot wire thermal anemometer capable of measuring air velocities from 10 to 600 ft/minute; correlate with computer data acquisition format to provide simultaneous readings at all points.
 - (a) Theatrical smoke generator or other source of high volume smoke.
 - (b) Smoke tubes or other source of localized smoke.
 - (c) Leakmeter with traceable calibration, calibrated just before test, to indicated concentration of sulfur hexafluoride.
 - (d) Tracer gas: Sulfur hexafluoride supplied from a cylinder with two stage regulator.
 - (e) Adjustable mannequin, 5' 0" to 5'8" in height, with reasonable human proportions, clothed in a smock
 - (f) Inclined manometer with graduations no greater than 0.2 inch of water.
 - (g) Ejector system: Tracer gas ejector built to specific ASHRAE-110 requirements.
 - (h) Critical orifice: Sized to provide tracer gas at four or eight liters per minute at an upstream pressure sufficient to maintain release rate.
 - (i) Data acquisition software to include HoodPro™ and LabMeasurePro™ from Exposure Control Technologies, Inc.
- 3. Hood shall be tested to ASHRAE 110 modified test method as detailed below.
- 4. Some fume hoods may use face velocity controls, motorized baffles, integral auxiliary make up, or supply fans. Because all of these devices are subject to failure, containment testing shall show both operational containment and product containment with these systems off.
- 5. Fume hood sashes shall be placed in their full open position, at least 28" from the work surface, unless noted otherwise.
- 6. Ambient Temperature: 68 to 74 degrees F
- 7. Average Face Velocity: Face velocity average shall be 40 and 50 fpm, as noted below in subsection 8.d, parts 1 and 2 respectively, plus or minus 5%.
 - a. An imaginary grid is formed comprised of equal 12" by 12" squares, or smaller, across the face opening of the laboratory hood. Airflow velocity readings are taken at the intersections of these grids with calibrated hot wire anemometer over a twenty second period of time. Probes shall communicate readings to a computer data acquisition package, which will provide an average of each reading over the one-minute period and also an overall average upon completion of data acquisition. Face velocity shall be determined by averaging readings at the hood face.
 - b. Average face velocity must be achieved without exceeding the CFM noted in part C.
- 8. Tracer Gas Detection: Hood shall achieve a rating of 4.0AM0.00 maximum average and 4.0AM0.01 maximum spike (unless specifically otherwise noted), wherein:
 - a. 4.0 = tracer gas release in liters/minute, AM = as manufactured, 0.01 = tracer gas in parts per million (PPM)
 - b. With the ejector body 6" from the rear of the sash plane, the test shall be conducted for each ejector position noted.
 - 1) Left position with ejector 12" from the left interior wall.
 - (a) Center position with ejector equidistant from the sidewalls.
 - (b) Right position with ejector 12" from the right interior wall.
 - c. Install mannequin positioned in front of the hood, centered on the ejector.
 - d. Detector probes shall be placed 3" in front of the sash plane. The test shall be conducted for each detector probe position and corresponding face velocity.

- 1) Detector probe in the region of the nose and mouth of the mannequin. Test with average face velocity of 40 fpm.
 - (a) With the mannequin height reduced 4", place detector probe in the chest of the mannequin, and even with the height of the ejector. Test with average face velocity of 50 fpm.
 - e. Open tracer gas valve, and collect readings with a computer data acquisition package, which is capable of monitoring and visually recording a minimum of one reading per second for a minimal five minute time period for each position.
 - f. The single control rating of the fume hood shall be the results of the test position yielding the highest average levels of tracer gas in any of the six mannequin/ejector configurations.
 - g. With the ejector and mannequin in the center position, detector probe in the region of the nose and mouth of the mannequin, average face velocity of 40 fpm, tracer gas released, and concentration recorded, open and close the sash in a smooth motion. Test to be repeated three times, with peak values of 0.01 PPM or less.
 - h. With the mannequin removed, the periphery of the hood is traversed by the probe at 1" in front of the hood opening at a rate of 3 inches per second. The hood shall have a maximum perimeter reading of 0.01 PPM or less.
9. Flow Visualization:
- a. Test the operation of the lower air bypass airflow opening and hood periphery by introducing light smoke under the air foil, and around the perimeter of the sash opening. If any smoke that enters the hood reverses directions and escapes from any of these locations, the hood fails this portion of the test and receives no rating.
 - b. Introduce smoke along both walls and the hood floor in a line parallel to the hood face and 6 inches (152 mm) back into the hood. Define air movement toward the face of the hood as reverse airflow and define lack of movement as dead air space. All smoke should be carried to the back of the hood and out.
 - c. Introduce a large volume of smoke at the work surface in the center of the hood, and 6" inside the plane of the sash. The smoke shall not get entrained in an interior vortex, and shall clear in a single pass.
10. All data on the above, including instrumentation and equipment, and test conditions shall be provided on a report, including the average face velocities, and a separate graph-type performance curve on all tracer gas tests for all required fume hood widths. Performance test data for a 6' representative hood shall be conducted by an independent testing agency and by a specific individual certified to perform such tests by the National Environmental Balancing Bureau (NEBB).
- C. Efficiencies
1. The fume hood shall maintain constant volumetric rate (+/- 5 CFM) and static pressure losses (+/- 0.01" H₂O) across all sash positions. Without any modifications, the hood shall also maintain a sufficiently restricted by-pass for use with a variable air volume (VAV) system.
 2. The fume hood shall demonstrate a minimization of the volumetric rate of air (CFM) requirement at any given face velocity. Required CFM to achieve desired face velocity shall not exceed that which is noted in the chart below.
 3. The fume hood shall demonstrate a minimization of static pressure loss (inches of H₂O) at any given CFM. Static pressure loss at desired face velocity, and corresponding CFM, shall not exceed that which is noted in the chart below.
 - a. *There is not a written standard that would suggest a design face velocity below 60 fpm. This data is for informational purposes only.
- D. Noise Criterion: The hood shall have a Noise Criterion (NC) rating of less than 50; measured 36" in front of the hood with full open sash, at 100 fpm face velocity. NC is a factor of sound pressure level (dB) and frequency.
- E. Illumination: Shall be a minimum average of 80 foot-candles inside the work area. Work area is defined as the area inside the lined portion of the fume hood, from the face of baffle to sash plane, from interior left to interior right, and from the work surface to a height of 28 inches.

- F. Materials of Construction: Interior and Exterior materials of construction and finishes shall meet the requirements in Part 2 of this specification.

1.05 QUALITY ASSURANCE

- A. Fume hoods shall be designed, including comprehensive engineering analysis, by a qualified, licensed Professional Engineer.
- B. Manufacturer's Qualifications
 - 1. ISO 9001 Certified manufacturing plant and processes.
 - 2. Ten installations of equal or larger size and requirements. Provide contact at each.
 - 3. Only hood manufacturers who have had fume hoods as a principal product for 50 years are considered.
- C. Fume hoods shall be Made in America
 - 1. 95% or more of raw material and component suppliers shall be United States based.
 - 2. Stainless and cold rolled steel used in manufacturing shall be sourced from United States steel mills.
 - 3. Final product must be fabricated and assembled within the United States of America.
 - 4. Owner reserves the right to evaluate Made in America claims for compliance with the Bureau of Consumer Protection.
- D. Supply all equipment in accordance with this specification. Offering a product differing in materials, construction, or performance from this specification requires written approval obtained seven days or more before the proposal deadline.
- E. The owner/architect reserves the right to reject qualified or alternate proposals and to award based on product value where such action assures the owner greater integrity of product.
- F. Manufacturer's warranty against defects in material or workmanship on its fume hoods will be for 1 year from date of installation or 2 years from date of purchase, whichever is sooner, and includes replacement of parts (except lamps) and labor.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Labconco

2.02 MATERIALS

- A. Hood Interior Liner and Baffle
 - 1. Liner material must comply with UL 1805, and be listed within NRTL test report as proof of compliance.
 - 2. General Material Properties
 - a. Nonflammable, corrosion and chemical-resistant
 - b. Sheet molded homogenous polyester panels
 - c. Minimum thickness is 3/16"
 - d. Smooth, white finish
 - 3. Mechanical Properties
 - a. Tensile Strength: 7,500 PSI (51.7 Mpa)
 - b. Tensile Modulus: 1.7×10^6 PSI (11,700 Mpa)
 - c. Flexural Strength: 21,000 PSI (145 Mpa)
 - d. Flexural Strength at 130 degrees C: 12,900 PSI (89 Mpa)
 - e. Compressive Strength: 32,500 PSI (224 Mpa)
 - f. IZOD Impact Strength (Notched): 8.4 Ft Lb/in (4.5 J/cm)
 - 4. Flame and Smoke Characteristics
 - a. Flame retardant, self-extinguishing, with a flame spread rating of 25 or less in accordance with ASTM-E84
 - b. Oxygen Index: 35%
 - c. Smoke Density: 115
 - 5. Physical Properties

- a. Water Absorption: 0.4%
 - b. Specific Gravity: 4.81
 - c. Coefficient of Thermal Expansion: 2 ln/in/ degree C x 10⁻⁵
 - d. Thermal Conductivity: 1.9 BTU/Hr/Ft²/ln/degree F
6. Chemical Resistance
- a. Splash and Spill Resistance:
 - 1) Suspend sample panel in a vertical plane
 - (a) Apply five drops of each reagent listed with an eyedropper
 - (b) Apply liquid reagents at top of panel and allow to flow down full panel height
 - b. Fume Resistance:
 - 1) Place 25 milliliters of reagent into 100 milliliters beakers and position panel over beaker tops in the proper sequence. Ensure beaker pouring lip permits air to enter the interior atmosphere.
 - (a) After 24 hours remove panel, flush with water, clean with detergent, rinse, wipe dry and evaluate
 - c. Evaluation ratings: Change in surface finish and function shall be described by the following numerical ratings
 - 1) No Effect: No change in color or gloss
 - (a) Excellent: Slight detectable change in color or gloss, but no change to the function or life of the work surface material
 - (b) Good: Clearly discernible change in color or gloss, but no significant impairment of function or life
 - (c) Fair: Objectionable change in appearance due to surface discoloration or etch, possibly resulting in deterioration of function over an extended period
 - (d) Failure: Pitting, cratering or erosion of work surface material; obvious and significant deterioration
 - d. Required minimum results for each reagent (Reagent: Fume Resistance Rating, Splash and Spill Resistance Rating)
 - 1) Hydrochloric Acid (37%): 2,1
 - (a) Sulfuric Acid (33%): 2,1
 - (b) Sulfuric Acid (77%): 1,1
 - (c) Sulfuric Acid (96%): 1,2
 - (d) Formic Acid (90%): 2,1
 - (e) Nitric Acid (20%): 2,2
 - (f) Nitric Acid (30%): 1,2
 - (g) Nitric Acid (70%): 3,2
 - (h) Hydrofluoric Acid (48%): 2,2
 - (i) Phosphoric Acid (85%): 1,1
 - (j) Chromic Acid (60%): 1,4
 - (k) Acetic Acid (98%): 1,1
 - (l) Ammonium Hydroxide (20%): 1,1
 - (m) Sodium Hydroxide (10%): 1,1
 - (n) Sodium Hydroxide (20%): 1,3
 - (o) Sodium Hydroxide (40%): 1,3
 - (p) Sodium Hydroxide Flake: 1,-
 - (q) Sodium Sulfide: 1,1
 - (r) Zinc Chloride: 2,1
 - (s) Tincture of Iodine: 3,3
 - (t) Silver Nitrate: 2,1
 - (u) Methyl Alcohol: 1,1
 - (v) Ethyl Alcohol: 1,1
 - (w) Butyl Alcohol: 1,1
 - (x) Benzene: 1,1
 - (y) Xylene: 1,1

- (z) Toluene: 1,1
- (aa) Gasoline: 1,1
- (ab) Dichloro Acetic Acid: 2,2
- (ac) Dimethyl Formamide: 2,2
- (ad) Ethyl Acetate: 1,1
- (ae) Amyl Acetate: 1,1
- (af) Acetone: 1,1
- (ag) Chloroform: 1,1
- (ah) Carbon Tetrachloride: 1,1
- (ai) Phenol: 2,2
- (aj) Cresol: 1,1
- (ak) Formaldehyde: 1,1
- (al) Trichloroethylene: 1,1
- (am) Ethyl Ether: 1,1
- (an) Furfural: 1,3
- (ao) Methylene Chloride: 1,1
- (ap) Mono Chloro Benzene: 1,1
- (aq) Dioxane: 1,1
- (ar) Methyl Ethyl Ketone: 1,1
- (as) Acid Dichromate: 1,2
- (at) Hydrogen Peroxide: 1,1
- (au) Napthalene: 1,1

B. Sheet Steel

1. Side panels and access panels 20-gauge (or heavier) sheet steel.
2. Hood corner posts are 16-gauge sheet steel.
3. Ceiling enclosure panels are 18 gauge sheet steel.
4. Cold-rolled, commercial steel (CS) sheet, complying with ASTM A 1008/A 1008M.

C. Chemical Resistant Finish

1. General: Prepare, treat, and finish welded assemblies after welding. Prepare, treat, and finish components that are to be assembled with mechanical fasteners before assembling.
2. Chemical and Physical Resistance of Finish System: Finish complies with acceptance levels of cabinet surface finish tests in SEFA 8. Third party validation required.
3. Powder-coat process required. Paint processes that release Volatile Organic Compounds (VOC) are not acceptable
4. Color for Fume Hood Finish: [Select One]
 - a. Glacier White
 - b. As selected by architect from Manufacturer's full range

D. Safety Glass

1. Tempered
 - a. Clarity and temper test to be as specified in latest edition of Glass Tempering Association, Engineering Standards Manual, Section 8.1.
 - b. Surface and interior visible quality to be as specified per ASTM C 1036, Standard Specification for Flat Glass, Table 4, Quality level Q3.
2. Laminated [The primary standard for fume hood sash construction is UL1805. Either laminated or tempered is acceptable per this standard. However, laminated glass will break under a lower stress than tempered. Typically, tempered glass can handle a 5 times greater point load than laminated without breakage. If broken, laminated glass may stay together better than tempered because of the inner layer. However, an explosion violent enough to break the inner layer will show laminated glass as more dangerous than tempered. Recommend tempered safety glass exclusively, or list laminated and tempered as equals.]

2.03 CONSTRUCTION

A. Superstructure:

1. Self-supporting, rigid structural assembly, to support inner wall consisting of fume hood liner and outer wall of sheet metal exterior.
 2. Fabricated from galvanized steel.
 3. Space shall accommodate fume hood wiring and plumbing components for service fixtures.
 4. Access to fixture valves concealed in wall provided by exterior removable access panels, gasket access panels on the inside liner walls, or through removable access panels on the front posts.
- B. Exterior
1. Fabricate from steel sheet with component parts screwed together.
 2. Apply chemical-resistant finish to interior and exterior surfaces of component parts before assembly.
 3. Interchangeable side panels shall lift off without the use of tools to allow access to plumbing lines, service fittings, electrical wiring, counterbalance sash weights, and light fixtures. Exposed fasteners or hardware, and Velcro type fasteners, are not acceptable.
 4. Corner posts
 - a. Pre-punched and plugged to accommodate up to 4 service fixtures per side
 - b. All services are accessible from the front of the hood.
 - c. Aerodynamic shape
 - d. Accommodate two electrical duplexes per side.
 - e. Right hand corner post includes electrical switches and pre-cut for Airflow monitor installation.
 - f. Un-used penetrations shall be plugged.
 5. Top and sides of face opening to provide an aerodynamic shape to ensure smooth, even flow of air into fume hood.
 6. Panel above header shall be removable without the use of tools to allow access to mechanical connection, electrical wiring, counterbalance sash weights, and light fixtures. Exposed fasteners or hardware, and Velcro type fasteners, are not acceptable.
- C. Dimensions
1. Overall exterior dimensions are as follows:
 - a. 4 foot nominal width: 48" w x 59" h x 37.7" d
 - b. 5 foot nominal width: 60" w x 59" h x 37.7" d
 - c. 6 foot nominal width: 72" w x 59" h x 37.7" d
 - d. 8 foot nominal width: 96" w x 59" h x 37.7" d
 2. Overall interior dimensions are as follows:
 - a. 4 foot nominal width: 38.1" w x 48" h x 27.2" d
 - b. 5 foot nominal width: 50.1" w x 48" h x 27.2" d
 - c. 6 foot nominal width: 62.1" w x 48" h x 27.2" d
 - d. 8 foot nominal width: 86.1" w x 48" h x 27.2" d
- D. Hood Liner
1. Adhere interior liner components to superstructure.
 2. Stainless steel fasteners shall be used on the interior ceiling for structural integrity.
 3. Fasteners exposed to chemical environment are not acceptable.
 4. Punch fume hood lining side panels to receive four service fittings, for use with remote controls, per side. Provide removable plug buttons for holes not used for indicated fittings.
 5. Each side wall shall include an oval interior access panel to provide access to the side wall of the fume hood for plumbing service access. Access panel material shall be that of the liner, and gasketed to form a vapor proof seal.
- E. Hood Baffle
1. Baffle system shall be designed to optimize the face velocity profile, and to capture a wide range of gaseous densities without adjustment or moving components.
 2. Include a two-baffle system.

- a. Primary baffle: Shall provide a continuous horizontal slot at the work surface. Baffle panels shall have multiple horizontal slots, with a chamfered entry. Slot pattern shall be proven to optimize face velocity profile, and direct air in a non-turbulent/laminar flow stream from the hood face into the baffle in a single pass.
 - b. Secondary baffle: located between the primary baffle and the back wall of the hood, neutralizes any upward air streams and reduce air stream roll.
 3. The baffle system shall be constructed with the same material as the fume hood liner.
 4. The baffles shall be removable for cleaning. The primary baffles shall be two pieces to allow removal without the use of tools.
 5. Exposed components to be non-metallic. Metal components exposed to chemical environment are not acceptable.
 6. Moving parts or adjustment of any kind is not acceptable.
- F. Exhaust Connection
1. 316 stainless steel with Chemical-Resistant Finish
 2. 12.81" ID to accommodate any 12" nominal duct without the need for a transition adapter. 4, 5, and 6-foot hoods have one exhaust connection, and 8-foot hoods have two exhaust connections. Additional components required to accommodate 12" nominal mechanical system are not acceptable.
 3. Ducting shall go inside the duct collar to ensure condensate travels into the hood and evaporates. Duct collars that allow duct connection over the collar are not acceptable.
- G. Airfoil
1. Cold Rolled Steel [or 316 stainless steel] with Chemical-Resistant Finish.
 2. Airfoil shall have an aerodynamic radius to sweep the air into the hood with minimal turbulence. Airfoil directs airflow across work top to remove heavier-than-air gases.
 3. Must have 5 rows of perforations to allow the air to bypass underneath and through the foil and sweep across the work surface to prevent any back flow of fumes escaping from the front of the hood opening. This airflow continues even if blocked by the presence of the operator.
 4. Foil must extend back under the sash to prevent closure of the lower by-pass opening when the sash is in the fully closed position, directly on top of the airfoil.
- H. Sash Assembly
1. Glass: Fully tempered safety glass [or glaze with laminated safety glass] with unobstructed, side-to-side view of fume hood interior and service fixture connections.
 2. Dimensions: The full sash opening height is 28", the total unobstructed viewing height is 37.5" measured from the work surface.
 3. Sash Tracks: Steel with Chemical Resistant Finish. Shall include bump stops for opening and closing.
 4. Sash Handle: extruded aluminum with Chemical Resistant Finish. Sash handle includes a perforated air passage directly atop the handle to bleed air into the hood chamber and direct chemical fumes away from the user's breathing zone. The handle is ergonomic in design and is easy to grasp when operating
 5. Sash guides: Corrosion resistant extruded poly-vinyl chloride.
 6. Sash System [Select One]
 - a. Vertical Sash (Cable and Pulley)
 - 1) Hoods have a single vertical sash counterbalanced by a single weight.
 - (a) Sash and weight to be connected via aircraft cable meeting MIL-W-83420 Military Specification.
 - (b) Rear pulleys shall be connected via timing shaft to prevent sash tilting and permit one finger operation at any point along full width sash handle. Maximum 7 pounds pull required to raise or lower sash throughout its full length of travel.
 - (c) Design system to hold sash at any position without creep and to prevent sash drop in the event of cable failure.

- (d) Include a defeatable, and automatically resetting sash stop positioned for an 18" sash height.
 - b. Vertical Sash (Chain and Sprocket)
 - 1) Hoods have a single vertical sash counterbalanced by a single weight.
 - (a) Sash and weight to be connected via #35 chains.
 - (b) Rear sprockets shall be connected via timing shaft to prevent sash tilting and permit one finger operation at any point along full width sash handle. Maximum 7 pounds pull required to raise or lower sash throughout its full length of travel.
 - (c) Design system to hold sash at any position without creep and to prevent sash drop in the event of chain failure.
 - (d) Include a defeatable, and automatically resetting sash stop positioned for an 18" sash height.
- I. Electrical Components[Delete this section if hoods are to be EP rated]
 - 1. Lighting
 - a. Provide UL Listed, high-efficiency, quick-start, T8 fluorescent lighting systems, including bulbs.
 - 1) 4 Foot Hoods - 2 each, 3-foot 25-watt fluorescent lamps
 - (a) 5 Foot Hoods - 2 each, 4-foot 32-watt fluorescent lamps
 - (b) 6 Foot Hoods - 2 each, 4-foot 32-watt fluorescent lamps
 - (c) 8 Foot Hoods - 4 each, 3-foot 25-watt fluorescent lamps
 - b. Vapor-Proof: all electrical components shall be outside of the contaminated air space. Lighting shall be located behind a laminated safety glass shield, sealed to the top of the hood liner.
 - c. The fluorescent light assemblies shall be serviceable from outside the fume hood cavity, without the use of tools.
 - d. Light switch to be included on the lower right corner post, at heights compliant with the Americans with Disabilities Act (ADA).
 - 2. Blower Switch [Pick one]
 - a. Hoods shall be provided with blower switch, on the lower right corner post, at heights compliant with the Americans with Disabilities Act (ADA).
 - b. Hoods shall be provided without a blower switch, as they will share a single mechanical system with other hoods.
 - 3. Electrical Receptacles
 - a. The hoods shall accommodate up to four (two per corner post) electrical receptacles as indicted in schedule or drawings. Options to include:
 - 1) 115 volt, 60 Hz, three-wire polarized and grounded electrical duplex
 - (a) 115 volt, 60 Hz, three-wire polarized and grounded electrical duplex, with Ground Fault Circuit Interruption (GFCI)
 - (b) 230volt, 60 Hz, three-wire polarized and grounded electrical duplex
 - b. Receptacles shall be individually wired to field wiring box, and each rated at 20 Amperes.
 - c. Cover plates shall be acid resistant thermoplastic.
 - 4. Wiring
 - a. Every electrical component shall be individually wired to a single point internal field wiring box (including individual duplexes/receptacles).
 - b. Field wiring box to be 7" x 4" x 2.5", grounded, and have (12) 7/8" diameter knock out penetrations.
 - c. Final wiring and circuit dedication is to be by others.
 - d. Each receptacle circuit shall accommodate being wired to a dedicated building circuit rated at 20A, or the receptacles ganged together on a building circuit with the total load not exceeding 20 Amperes.
 - 5. Fume hood to have third party validation of compliance to UL 1805 and UL 61010-1 by a Nationally Recognized Testing Laboratory (NRTL)

- J. Electrical Requirements [Delete this section if hoods are not EP Rated. Working with a flammable chemical is not justification for the use of an EP fume hood. The interior of chemical fume hoods are void of electrical components; the lighting is isolated from the interior via a piece of thick safety glass, the electrical duplexes and switches are positioned on the exterior, all the wiring is contained within the sidewall of the hood, and even the thermister or hot wire from the airflow monitor is in an isolated airstream. From the factory, there is no spark potential on the inside of a standard chemical fume hood.
1. The National Electrical Code (NEC), or National Fire Protection Association (NFPA) 70, classifies rooms with potentially explosive or flammable atmospheres as either Class I, II, or III and Division 1 or 2 within these Class options. Class I locations are where flammable gasses or vapors may be present in the air in quantities sufficient to produce explosive or ignitable mixtures. Class II and III locations are rooms with the presence of combustible dust and fibers, respectively, and are not typical of the atmosphere in a laboratory environment.
 - a. If a fume hood is located in a space with any of these electrical classifications, the hood should be EP rated, regardless of the kind of work going on inside the hood. This is because labs with a potentially flammable atmosphere must be void of spark potential; this includes the electrical components outside of the fume hood's airstream.]
 2. Hoods to be EP rated, and appropriate for use in an electrically classified space per NFPA 70
 3. Lighting: UL listed, EP rated incandescent light fixtures
 4. Wiring
 - a. No wiring or switches are provided.
 - b. Hoods to be field wired to meet local codes for electrical equipment in a classified space having a potentially explosive atmosphere.
- K. Upper Dilution Air Supply
1. Located behind and above the sash to introduce between 5 and 10% of the required hood air volume, and maintain sufficient exhaust air volume through hood to adequately dilute hazardous fumes regardless of sash position.
 2. This device bathes the sash interior above the work area to eliminate chemical fumes along the sash plane near the operator's critical breathing zone.
 3. Shall act as a by-pass opening controlled by sash position. If on a constant volume mechanical system, the hood shall not have a change in static pressure or exhaust volume across all sash positions.
 4. Shall offer a significant restriction to the by-pass opening to allow the use of a VAV mechanical system without modification to the by-pass opening.
- L. Hood Safety Practices Label: Corrosion resistant plate attached to the left corner post of the fume hood with the following Hood Safety Practices:
1. For use with substances that produce hazardous levels of airborne chemicals: gas, fumes, vapors, dust
 2. Do not put your head in the hood.
 3. Minimize drafts and sudden movements in front of the hood.
 4. Work a minimum of six inches inside the hood.
 5. Elevate equipment above the work surface.
 6. Keep sill and baffle unobstructed.
 7. Do not use the hood for storage.
 8. Adjust the sash to smallest opening possible when in use.
 9. Close sash when unattended.
 10. Do not remove any of the hood components.
 11. Do not place flammable solvents near heat, flame or sparks.
 12. Do not evaporate large amounts of flammable liquids.
 13. Wipe up spills immediately.
 14. Routinely validate airflow.

15. If the ventilation system malfunctions, or airflow alarm indicates unsafe condition, close sash and discontinue hood operation immediately-call for help.
 16. Do not use with Biohazards and Perchloric Acid
- M. Fume Hood Accessories [Specification writer to select applicable items]
1. Service Fixtures: Color-coded hose nozzle outlets and valves mounted inside the fume hood and controlled from the exterior with color-coded index handles
 - a. The hoods are equipped without service fixtures or will be provided with a total of up to 8 service fixtures as indicated in schedule.
 - b. Hose connectors located inside the fume hood cavity are chemically-resistant, glass-filled polypropylene with 6 serrations.
 - c. Service lines shall be factory installed from valve to outlet
 - 1) Copper tubing unless otherwise noted
 - (a) Brass service lines for gas
 - (b) Stainless steel service lines for Deionized Water
 - (c) Connections shall be made with quick-connect compression fittings on the inlet and outlet of the valve body, soldered and brazed connections not easily disassembled are not acceptable.
 - (d) Inlet tubing not included [or services pre-piped to the top of the hood][or services include a coil of tubing to be routed below the hood at time of installation]
 - d. Valves
 - 1) Extruded brass valve and rotating seat, TFE-coated silicone bronze stem and TFE packing.
 - (a) Fixture handles are plastic and color coded as well as labeled for the designated type of service.
 - (b) Fixtures are rated at maximum pressure of 200 psi.
 - (c) Coefficient of flow for the valve, $C_v=0.43$.
 - (d) Valves are front loaded, located on the fume hood corner post for remote use, and include:
 - (e) Hot and cold tap water (flow rate 3.5 GPM or 13.25 LPM at 67 psi at full open)
 - (f) Natural gas (theoretical flow rate of 71CFM at 100 psi, provides 1095 BTU/Sec at a density of .667 Lbs/CU. FT.)
 - (g) Air (theoretical flow rate of 59 CFM at 100psi)
 - (h) Vacuum (theoretical flow rate of 6 CFM at 10 psi)
 - (i) Nitrogen
 - (j) Argon
 - (k) Steam
 - (l) Oxygen (include oxygen compatible lubricant)
 - (m) Deionized/Distilled water (Nickel plated and stainless steel components)
 2. Tissue Screen: Provide epoxy-coated, stainless-steel screen at bottom baffle opening to prevent paper from being drawn into the exhaust plenum behind baffles.
 3. Rear Finish Panel: Shall be the same materials and coating as the hood exterior.
 4. Ceiling Enclosure Panels:
 - a. Provide filler panels matching fume hood exterior to enclose space above fume hoods at front and sides of fume hoods and extending from tops of fume hoods to ceiling.
 - b. Exposed fasteners are not acceptable.
 - c. Height adjustment to be within the following ranges as specified in the schedule.
 - 1) 11.0 - 14.0"
 - (a) 14.0 - 18.6"
 - (b) 18.6 - 24.4"
 - (c) Fixed height of [insert required height in inches, or delete item 4.]
 5. Face Velocity Monitor/Alarm [Select one]
 - a. Shall not be included on EP rated hoods

- b. Digital Airflow Monitor
 - 1) Provide audible and visual alarm in the event of an unsafe face velocity.
 - (a) Alarm must sit flush with the fume hood corner post.
 - (b) Based on a thermally compensated thermistor in the alarm module, and air passing through a separate airstream into the hood interior.
 - (c) Velocity shall be displayed digitally on the user facing LCD in fpm or m/s.
 - (d) LED lights display red for alarm, yellow for caution, and green for normal operation.
 - (e) Must include external alarm and night setback functions.
 - (f) Alarm mute shall be accessible from the front of the monitor; visual alarm must remain activated until alarm condition is corrected.
 - (g) UL Listed electrical components
 - (h) Calibration shall be through a menu driven step by step procedure.
 - (i) Calibration is the responsibility of the owner, following a complete balancing of the mechanical system, and concurrently with As-Installed testing.
- c. Audio/Visual Airflow Monitor
 - 1) Provide audible and visual alarm in the event of an unsafe face velocity.
 - (a) Alarm must sit flush with the fume hood corner post.
 - (b) Based on a thermally compensated thermistor in the alarm module, and air passing through a separate airstream into the hood interior.
 - (c) LED lights display red for alarm and green for normal operation.
 - (d) Must include external alarm and night setback functions.
 - (e) Alarm mute shall be accessible from the front of the monitor; visual alarm must remain activated until alarm condition is corrected.
 - (f) UL Listed electrical components
 - (g) Calibration shall be through a front located potentiometer.
 - (h) Calibration is the responsibility of the owner, following a complete balancing of the mechanical system, and concurrently with As-Installed testing.

N. Work Surface

- 1. 1.25" thick, molded from solid modified epoxy resin, with smooth, non-specular, black finish.
- 2. One inch radius front edge for optimal fume hood performance.
- 3. 3/8" dished area to match the fume hood interior work space and form a water tight pan for spill containment.
- 4. Include a 2.5" diameter hole on each side for service pass-through and piping. Hole to be covered by hood superstructure upon installation.
- 5. Include two 1.5" diameter penetrations to accommodate base cabinet venting. Holes to be located outside of dished area and under the fume hood baffles. Include plugs.
- 6. Physical Properties:
 - a. Flexural Strength: Not less than 10,000 psi (70 MPa).
 - b. Modulus of Elasticity: Not less than 2,000,000 psi (1400 MPa).
 - c. Hardness (Rockwell M): Not less than 100.
 - d. Water Absorption (24 Hours): Not more than 0.02 percent.
 - e. Heat Distortion Point: Not less than 260 deg F (127 deg C).
 - f. Flame-Spread Index: 25 or less per ASTM E 84.
- 7. Cupsink
 - a. 3 x 6" dimension, polypropylene construction
 - b. Provide with strainers and tailpieces, NPS 1-1/2 (DN 40)
 - c. To sit flush with dished area of work surface
 - d. Cupsink(s) to be located [Select all that apply or as detailed in the schedule/drawings]
 - 1) Left rear
 - (a) Left side
 - (b) Right rear
 - (c) Right side

2.04 HOOD CONSTRUCTION

- A. Provide products that comply with NFPA 96, the requirements and recommendations of SMACNA Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines, and the requirements of the authorities having jurisdiction.
- B. Construction: All materials, inside and out, stainless steel complying with ASTM A666, Type 304, stretcher leveled; unless otherwise indicated.
 - 1. Sheet Thickness: 18 gage, 0.048 inch, minimum.
 - 2. Fabrication: Fabricate each individual hood in one piece, with all welds ground and finished to match (inside and out); fabricate flat surfaces exposed to view as double-pan formed panels with internal stiffener members.
 - 3. Finish on Surfaces Exposed to View: No.4 (brushed directional); provide stainless steel faces on all sides exposed to view.
 - 4. Finish on Concealed Surfaces: No.4 or No.2B (dull, matte).
 - 5. Duct Collars: For exhaust and make-up air openings, provide duct collar welded to hood unit; minimum of 8 inches extension from top or back face of unit, with minimum one inch 90 degree flange, unless otherwise indicated.
 - 6. Access Panels: Provide removable or hinged access panels sufficient for maintenance and replacement of operating components inside unit; maximum width of 40 inches.
 - 7. Supports: Stainless steel mounting brackets, struts, and threaded hanger rods.
 - a. Hanger Rods: 3/8 inch diameter, minimum.
 - b. Hanger Spacing: 48 inches on center, maximum.
 - c. Attachment to Structure: Mechanical fittings or inserts, stainless steel.

2.05 HOOD ACCESSORIES

- A. Control Panels: Factory assembled and pre-wired, ready for utility connections.
 - 1. UL listed for use with specific hood.
 - 2. Provide a single control panel combining all control functions for a particular hood, unless otherwise indicated.
 - 3. Provide a single control panel for each group of hoods served by a single exhaust fan.
 - 4. Enclosures: Flush-mounted; stainless steel, to match hood.
 - 5. Provide indicator lights on control panel door showing status of fans and power supply.

PART 1 - EXECUTION

3.01 EXAMINATION

- A. Examine areas, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of fume hoods.
- B. Coordinate with other trades for the proper and correct installation of plumbing and electrical rough-in and for rough opening dimensions required for the installation of the hood.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. General: Install fume hoods according to shop drawings and manufacturer's written instructions.
- B. Install level, plumb, and true; shim as required, using concealed shims, and securely anchor to building and adjacent laboratory casework.
- C. Securely attach access panels, but provide for easy removal and secure reattachment. Where fume hoods abut other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.
- D. Neighboring splash blocks shall not be attached directly to the hood.
- E. Install according to standards required by authority having jurisdiction.
- F. Sequence installations to ensure utility connections are achieved in an orderly and expeditious manner.

- G. Touch up minor damaged surfaces caused by installation. Replace damaged components as directed by Architect.

3.03 FIELD QUALITY CONTROL

- A. NFPA 45 requires that fume hoods be field tested when installed.
- B. Field test installed fume hoods according to ASHRAE 110 to verify compliance with performance requirements.
 - 1. Adjust fume hoods, hood exhaust fans, building's HVAC system, and make other corrections until tested hoods perform as specified in fume hood schedule.
 - 2. After making corrections, retest fume hoods that failed to perform as specified.

3.04 ADJUSTING AND CLEANING

- A. Adjust moving parts for smooth, near silent, accurate sash operation with one hand. Adjust sashes for uniform contact of rubber bumpers. Verify that counterbalances operate without interference.
- B. Clean finished surfaces, including both sides of glass; touch up as required; and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.
- C. Clean adjacent construction and surfaces that may have been soiled in the course of installation of work in this section.
- D. Provide all necessary protective measures to prevent exposure of equipment and surfaces from exposure to other construction activity.
- E. Advise contractor of procedures and precautions for protection of material and installed equipment and casework from damage by work of other trades.

END OF SECTION 23 3816

SECTION 26 0501
MINOR ELECTRICAL DEMOLITION

PART 1 GENERAL

1.01 GENERAL

- A. Provisions of the General Requirements and Special Conditions, Division 1, are a part of this Division and Section.

1.02 SECTION INCLUDES

- A. Electrical demolition.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with Owner's Representative.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Obtain permission from Owner's Representative at least 48 hours before partially or completely disabling system.
 - 2. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove wiring devices and conductors. Remove abandoned outlets if conduit and conductors servicing them is abandoned and removed. Provide blank cover for abandoned device boxes which are not removed.
- E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.
- G. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- H. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

3.04 CLEANING AND REPAIR

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

END OF SECTION 26 0501

SECTION 26 0510
ELECTRICAL MATERIALS AND METHODS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall provide all labor, materials, tools, and equipment required to furnish, construct, and install electrical power circuits, and other items and equipment as detailed on the Drawings and specified herein.
- B. The Work shall include everything requisite and necessary to finish the Work properly, notwithstanding that every item of labor or materials or accessories required to make the installation complete may not be specifically mentioned.
- C. The Work shall include, but shall not necessarily be limited to: Furnish and install all wiring, splices, and terminations required to connect new equipment, and to reconnect existing equipment.

1.02 REFERENCES

- A. NFPA 70 - National Electrical Code; National Fire Protection Association 2017.

1.03 SUBMITTALS

- A. Product Data: Provide data for conduit fittings & hardware, wire, receptacles & switches.

PART 2 MATERIALS

2.01 RACEWAYS

- A. Power and control wiring systems including low voltage shall be provided using raceways as outlined. Bus Duct is not permitted unless approved by the Project Manager.
- B. Distribution of power, lights, fire alarm, telephone, and miscellaneous signals will be in raceway as required by applicable codes and standards.
 - 1. Threaded IMC shall not be used.
- C. Provide expansion fittings at expansion joints. Threat expansion joints as seismic joints for seismic movement and bracing purposes.
- D. Metallic Conduit: Conduit for low voltage electrical circuits (Rated 600 volts or below) shall consist of all metal raceway, fittings and hardware, unless indicated otherwise in the specifications or on the drawings. Conduit shall be hot dipped galvanized. Flexible Metal Conduit and Liquidtight Flexible Metal Conduit shall be used for raceway terminating at motors, light fixtures, and pre-engineered equipment where vibration isolation is required. Conduit shall be manufactured by Triangle PWC, Inc., or approved equal.
 - 1. Fittings: Fittings shall consist of die-cast, metal alloy bodies, device boxes, insulated bushings, sealing fittings, cord fittings, etc., as manufactured by Appleton Electric Co., Crouse-Hinds, or approved equal.
 - 2. Hardware: Hardware shall consist of all malleable iron conduit clamps, beam clamps and hangers required to install the raceway system. Raceway support spacing shall not exceed ten feet.
 - 3. All conduit and fittings shall be UL listed for use as an equipment grounding conductor.
 - 4. Minimum conduit size shall be 3/4-inch diameter unless otherwise indicated.
 - 5. Conduit or raceway shall NOT be used as the grounding conductor. All metallic raceway shall be electrical continuous and bonded to the grounding conductor.
- E. Indoor Raceway/Conduit: Shall be EMT, Rigid Metal Conduit, cable tray or approved surface raceway. Non-metallic conduit or boxes will not be used, unless otherwise specified.
 - 1. All EMT fittings shall be compression type. (Set screw type EMT fittings are NOT permitted).
- F. Outdoor Above Ground Raceway/Conduit: Rigid metal conduit shall be used for exterior locations and anywhere underground or sub-grade conduit emerges from soil or concrete. Expansion shall be considered for all exterior conduit.

- G. Rigid metal conduit shall be used through walls and a minimum of the first five (5) feet from the wall to allow for settling.
- H. Conduit will be supported from the building structure. Attachment to other pipes, conduits, ductwork, etc. will not be allowed.
- I. NO conduit will be allowed to be embedded in a concrete slab. All conduits below a slab shall be a minimum of 12" below the concrete slab.
 - 1. EMT shall NOT be used underground or sub-grade.
- J. All empty conduits shall contain a pull string.
- K. Conductors carrying more than 150 volts to ground will not be installed in conduits with conductors carrying less than 150 volts to ground.
- L. Surface Raceways:
 - 1. Surface mounted metallic raceway system shall be two piece design with a base and a snap-on cover. The contractor shall furnish and install the raceway as a complete system including all fittings. Raceway shall be anchored to wall using a mechanical expansion anchors system, with a maximum spacing of four (4) feet between anchors. Raceway base shall be manufactured of 0.040-inch (nominal thickness) steel, and be zinc plated or galvanized. Raceway cover shall be manufactured of 0.040-inch (nominal thickness) steel, and be factory painted with a baked enamel finish that is suitable for over-painting in the field.
 - 2. Surface mounted metallic raceway system shall be Wiremold V500 and/or V700 series raceway unless otherwise indicated, as manufactured by The Wiremold Company, Electrical Division, West Hartford, Connecticut, or approved equal.
 - a. Switch and receptacle boxes shall have a minimum depth of 2-1/4 inches. Boxes shall be Wiremold V5744S series or approved equal.
 - 3. All boxes, fittings, switchplates, receptacle coverplates, elbows, and associated parts required to provide a complete raceway system shall be provided by the same manufacturer.

2.02 FEEDERS:

- A. All feeders will have a separate copper grounding conductor installed. In no case will the conduit or raceway be used as the grounding conductor, however all metallic raceway shall be electrical continuous and bonded to the grounding conductor.
- B. All conduit sizes and conductor numbers and sizes will be shown on the drawings.
- C. Conduit shall be sized at least one size above the NEC requirements of wire being installed or anticipated to be installed, with the minimum size to be one inch (1").

2.03 BRANCH CIRCUITS:

- A. A separate grounding conductor will be installed. Use of the conduit or raceway is not an acceptable grounding method, however all metallic raceway shall be electrical continuous and bonded to the grounding conductor.
- B. For Branch circuits, the minimum conduit size will be 3/4" except for switch legs, lighting whips (supplying a single fixture circuit), and control wiring which may be 1/2".

2.04 WIRES AND CABLES

- A. Equipment grounding conductors shall be copper conductors, with solid or stranded construction. Grounding conductors other than copper shall NOT be used.
- B. Wiring shall be copper conductor with a minimum size of #12 AWG (Aluminum conductors shall not be used). Conductor insulation shall be type THHN/THWN with a minimum temperature rating of 90 degree C, unless noted otherwise.
- C. Dedicated neutral conductors shall be used for all single phase loads unless approved in writing by the project manager.
- D. All neutral conductors will be a minimum of full size. Designer will evaluate the need for oversized neutral conductors.

- E. Electrical Tape: Vinyl electrical tape shall be flame-retardant, weather-resistant, conformable down to zero degrees Fahrenheit, with a maximum operating temperature range not less than 220 degrees Fahrenheit (105 degrees Celsius). Electrical tape shall be resistant to UV rays, moisture, alkalis, and acids. Scotch Super 33+ or Scotch Super 88 as manufactured by 3M Electrical Products Division, or approved equal.
- F. Splices: Splices on 600 volt conductors which are #8 AWG or larger, shall be barrel type compression splices. Splices on conductors which are #10 AWG or smaller, shall be barrel type compression splices or twist on (wire nut) connectors. All splice connectors shall be UL listed.
 - 1. Compression splices shall be "Scotchlok®" standard barrel copper connectors, as manufactured by 3M Company, or approved equal.
 - 2. Twist on (wire nut) splice connectors shall be "Scotchlok®" insulated electrical spring connectors, as manufactured by 3M Company, or approved equal.
 - 3. Splice insulation on compression splices shall be 8420 series cold shrink insulators as manufactured by 3M Company, or approved equal.
 - 4. Split bolt connectors shall not be used except where indicated on the drawings.

2.05 FIRE STOPPING

- A. Firestop compound shall be Fire Barrier Caulk CP25, Putty 303 as manufactured by 3M Company, or approved equal.

2.06 WALL PLATES

- A. Wall Plates: Wall plates for switches and receptacles shall be high impact, abuse-resistant nylon, as manufactured by Hubbell Wiring Device Division, Hubbell Incorporated, Leviton Manufacturing Co., Inc., or approved equal. Wall plates shall have a smooth finish, and match the color of the receptacle/switch. Preferred color for receptacles and switches is ivory. Other colors may be used to match existing devices or for special uses.

2.07 WIRING DEVICES

- A. 20 ampere simplex receptacles shall be 125 volt, two (2) pole, three (3) wire grounding, straight blade (NEMA 5-20R), specification grade, nylon construction, with side/back wired option. Receptacles shall be ivory color unless otherwise indicated on drawings. Hubbell Catalog No. 5361-I as manufactured by Hubbell Wiring Device Division, Hubbell, Inc., Leviton Catalog No. 5361-I as manufactured by Leviton Manufacturing Co., Inc.
- B. 20 ampere duplex receptacles shall be 125 volt, two (2) pole, three (3) wire grounding, straight blade (NEMA 5-20R), specification grade, nylon construction, with side/back wired option, one piece brass mounting strap with integral ground contacts. Receptacles shall be ivory color unless otherwise indicated on drawings. Hubbell Catalog No. 5362-I as manufactured by Hubbell Wiring Device Division, Hubbell Incorporated, Leviton Catalog No. 5362A-I as manufactured by Leviton Manufacturing Co., Inc., or approved equal.
- C. In areas required to have ground fault interrupting capability, GFI receptacles shall be used in lieu of GFI breakers, unless approved by the Project Manager.
- D. 20 ampere GFCI (Ground Fault Circuit Interrupter) receptacles shall be 125 volt, two (2) pole, three (3) wire grounding, straight blade (NEMA 5-20R), commercial specification grade, nylon construction, with 20 amp feed-through, and side wired option. Receptacles shall be ivory color unless otherwise indicated on Drawings. Hubbell Catalog No. GF5362-I as manufactured by Hubbell Wiring Device Division, Hubbell, Inc., or Leviton Catalog No. 6899-I as manufactured by Leviton Manufacturing Co., Inc.

2.08 SWITCHES

- A. Single pole switches shall be 20 ampere heavy duty specification grade, with standard toggle, back and side wired, with grounding screw and clip. Switches shall have ivory color handle unless otherwise indicated. Hubbell Catalog No. HBL 1221-I as manufactured by Hubbell Wiring Device Division, Hubbell, Inc., Leviton Catalog No. 1221-2I as manufactured by Leviton Manufacturing Co., Inc., or approved equal.

2.09 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 - 1. Manufacturers:
 - a. Brimar Industries, Inc.: www.brimar.com/#sle
 - b. Kolbi Pipe Marker Co.: www.kolbipipemarkers.com/#sle
 - c. Seton Identification Products: www.seton.com/#sle
 - 2. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplate.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
 - 3. Plastic Nameplates: Two-layers or three-layers laminated acrylic or electrically non-conductive phenolic with beveled edges: minimum thickness of 1/16 inch; engraved text.
 - a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
 - 4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch: engraved or laser-etched text.
 - 5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
 - 6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Format for Equipment Identification:
 - 1. Text: All cpitalized unless otherwise indicated.
 - 2. Minimum Text Height:
 - a. Equipment Designation: 1/2 inch
 - 3. Color:
 - a. Normal Power System: White text on black background.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Where circuits require more than one conductor per phase, the Contractor shall take steps (such as cutting all conductors for each phase to the same length) to prevent conductors from hogging load.
- B. Conduits size shall meet or exceed the requirements of the National Electric Code for the wiring installed within.
- C. All wiring shall be encased within a metallic raceway system. Flexible metal conduit and liquid tight flexible metal conduit shall not exceed the following lengths:
 - 1. Motor Terminations: Three (3) feet maximum length.
 - 2. Pre-Engineered Equipment: Three (3) feet maximum length.
 - 3. Light Fixtures: Six (6) feet maximum length.
- D. The contractor shall provide and install branch circuit and feeder circuit identification using a typed identification card at each panelboard.
- E. No splicing or joints shall be permitted in either feeder or branch circuits except at outlet boxes and junction boxes. Solderless compression type connectors or twist-on (wire nut) connectors shall be used when making splices. All compression type splices shall be insulated with cold shrink insulation, and twist on splices shall be taped with vinyl electrical tape.
- F. All wiring and existing (reconnected) electrical equipment and lights shall be grounded in accordance with the NEC. The equipment grounding conductor shall be copper wire. Metallic conduit shall be installed to form a continuous ground path, with the copper equipment grounding conductor installed. Other types of equipment grounding conductors (such as water pipes) shall not be used.

- G. All electrical conduit passing through building exterior walls, or fire rated partitions (such as the transformer vault wall) shall be sealed in the space between the conduit and wire with approved raceway sealing material. In addition, the space between the conduit and the building walls shall be caulked with an approved firestop compound. Escutcheons shall be provided to all finished interior penetrations. All damaged wall surfaces shall be patched and repaired to proper condition that is suitable for painting by owner.
- H. Contractor shall coordinate all power outages with Owner's Representative.

END OF SECTION 26 0510

SECTION 26 2417
LOW VOLTAGE EQUIPMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Provisions of the General Requirements and Special Conditions, Division 1, are a part of this Division and Section.

1.02 SCOPE OF WORK

- A. The Contractor shall provide all labor, materials, tools, and equipment required to furnish, construct, and install panelboards, motor starters, electrical power circuits, and other items and equipment as detailed on the Drawings and specified herein.
- B. The Work shall include everything requisite and necessary to finish the Work properly, notwithstanding that every item of labor or materials or accessories required to make the installation complete may not be specifically mentioned.
- C. The Work shall include, but shall not necessarily be limited to, the following:
- D. Load Centers are not allowed. Minimum level of quality is a panelboard or switchboard.
- E. Provide each Switchboard, Panelboard, or Motor Control Center with a permanently attached nameplate displaying, at a minimum, the (Switchboard, Panelboard, Motor Control Center) name, Voltage, phase, and supply circuit origin.
- F. Label each overcurrent protection device to show the load it supplies. Include permanent one-line diagram.

1.03 REFERENCES

- A. NFPA 70 - National Electrical Code; National Fire Protection Association 2017.
- B. NECA 407 - Standard for Installing and Maintaining Panelboards; National Electrical Contractors Association 2015.
- C. NECA 1 - Standard for Good Workmanship in electrical Construction.

1.04 SUBMITTALS

- A. See General Conditions and Special Conditions for submittal procedures.
- B. Product Data: Provide data for disconnect switches, panelboards, breakers, fuses, and control transformers.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

PART 2 MATERIALS

2.01 CONTROL TRANSFORMERS

- A. Control transformer(s) shall be the type and manufacturer listed below and shall be 500 VA, unless otherwise indicated on the project drawings.
 - 1. Control transformer(s) shall be Type IP encapsulated core and coil transformers for machine tool and control power, as manufactured by General Electric. Control transformer(s) shall be U.L. Listed and CSA Certified, 60 Hertz, with primary and secondary fused overcurrent protection, and spade type terminals.
 - a. Control transformer(s) shall have 120/240 volt primary, 24 volt secondary, and shall be RIB catalog number PSMN500A or approved equal.

2.02 SAFETY SWITCHES

- A. Safety switches shall be heavy duty, single throw, horsepower rated, with class "R" fuse kits and NEMA type 1 metal enclosure. Switches shall have provisions to padlock door closed, have provisions to padlock handle in the OFF position, cover interlock with provisions on the outside for qualified personnel to bypass interlock, quick make/quick break mechanism, and have

visible blades. Safety switch shall be Square D class 3110 or Cutler-Hammer type DH. Shall be provided with an external indication of 'on' and 'off'.

- B. When utilized as a service disconnecting means, enclosed switches shall be U.L. listed as service equipment.
- C. Motors and other equipment not within sight of their feeder over current protection devices will be fed from disconnect switches located at the motor or equipment. All enclosed switches shall have a durable label permanently attached to the inside of the cover describing the fuse size, type, current limiting ability and devices controlled.
- D. All enclosed switches shall have a grounding bar, and all enclosed switches utilized in circuits with a neutral conductor shall have a neutral bar.
- E. Enclosed switches in mechanical rooms and potential wet locations (i.e. animal rooms, greenhouses, etc.) will have NEMA 3R enclosures unless the environment or usage requires a more restrictive enclosure.
- F. Enclosed switch is required on the line side of a variable speed drive. The switch must be located near the VFD and motor per the VFD guidelines [262923 Variable Frequency Motor Controller] and typical [262923 VFD Mounting Detail.dwg]. Enclosed switches shall only be located on the load side of a VFD in special circumstances and will require approval by the project manager or University Engineer. If an enclosed switch must be provided on the load side of a VFD it shall be provided with auxiliary contacts hardwired to the VFD safety circuit to shut down the VFD if the enclosed switch is open.

2.03 FUSES

- A. All fuses used on the low voltage system shall be energy efficient, dual element time delay fuses. Time delay fuses shall be Bussmann Fusetron FRN-R250V, Fusetron FRS-R600V, or approved equal. If alternate fuses are proposed, complete descriptive information must be submitted (including full size 11" x 17" fuse time/current coordination curves) for evaluation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that suitable support frames and anchors are installed where required and that mounting surfaces are ready to receive transformers.
- B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Contractor shall provide one set of three (3) spare fuses for each fuse size used.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install products in accordance with manufacturer's instructions.
- D. Where circuits require more than one conductor per phase, the Contractor shall take steps (such as cutting all conductors for each phase to the same length) to prevent conductors from hogging load.
- E. All wiring shall be encased within a raceway system. Existing conduit may be used, where size is at least 3/4-inch diameter and percent fill does not exceed NEC maximums.
- F. The Contractor shall provide and install branch circuit and feeder circuit identification using a typed identification card at each panelboard.
- G. Contractor shall coordinate all power outages with Owner's Representative.
- H. Contractor shall repaint scratched or marred surfaces to match original finish.
- I. Contractor shall make all necessary field measurements to verify that equipment will fit in allocated space in full compliance with minimum required clearances shown and as required by the National Electrical Code.

END OF SECTION 26 2417

SECTION 26 2923
VARIABLE-FREQUENCY MOTOR CONTROLLERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Variable frequency controllers.

1.02 REFERENCE STANDARDS

- A. NEMA ICS 7.1 - Safety Standards for Construction and Guide for Selection, Installation, and Operation of Adjustable Speed Drive Systems; National Electrical Manufacturers Association.
- B. NEMA ICS 7 - Industrial Control and Systems: Adjustable-Speed Drives; National Electrical Manufacturers Association.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association (2017).

1.03 SUBMITTALS

- A. See Section 01 3000 (01300) - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
- C. Shop Drawings: Indicate front and side views of enclosures with overall dimensions and weights shown; conduit entrance locations and requirements; and nameplate legends.
- D. Test Reports: Indicate field test and inspection procedures and test results.
- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Manufacturer's Field Reports: Indicate start-up inspection findings.
- G. Operation Data: NEMA ICS 7.1. Include instructions for starting and operating controllers, and describe operating limits that may result in hazardous or unsafe conditions.
- H. Maintenance Data: NEMA ICS 7.1. Include routine preventive maintenance schedule.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience and with service facilities within 200 miles of Project.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Toshiba; Model Q9 Plus: www.toshiba.com
- B. ABB; Model ACH580: <http://www.abb.com>
- C. Yaskawa; Model HV600 www.yaskawa.com

2.02 DESCRIPTION

- A. Variable Frequency Controllers: Enclosed controllers suitable for operating the indicated loads, in conformance with requirements of NEMA ICS 7. Select unspecified features and options in accordance with NEMA ICS 3.1.
 - 1. Employ microprocessor-based inverter logic isolated from power circuits.
 - 2. Employ pulse-width-modulated inverter system.
 - 3. Include a DC link reactor for reduction of harmonic distortion.
 - 4. The controller, and all associated components, shall be supplied by a single vendor.
 - 5. The controller will be operating a variable volume fan motor, or water pump motor for HVAC application.
 - 6. System voltage shall be indicated on front of ASD, using minimum of 1-inch high letters.
- B. Enclosures: NEMA 250, Type 1, suitable for equipment application in places regularly open to the public. No disconnects in VFD cabinet. Disconnect must be in separate enclosure.

2.03 OPERATING REQUIREMENTS

- A. Rated Input Voltage for motors rated below 40 HP: 200 volts, three phase, 60 Hertz, with a voltage tolerance of +/- 10% and a frequency tolerance of +/- 2 Hz.
- B. Rated Output: Output frequency shall vary between 0.1 Hz and 400 Hz. Frequency resolution shall be 0.01 Hz digital and 0.03 Hz analog with an accuracy of +/-0.2% of maximum frequency at 25 degrees Celsius. Maximum voltage frequency shall be adjustable from 25 Hz to 400 Hz. Voltage boost shall be adjustable from 0% to 30% with starting frequency adjustable from 0 Hz to 10 Hz. The output current shall be 100% continuous and 110% for 60 seconds, based on NEC table 430-150 (Full-Load Current, Three-Phase Alternating Current Motors) for 200 volts or 460 volts.
- C. The controller shall contain three critical frequency jump points with individual bandwidth. Upper and lower frequency limits shall be capable of being varied.
- D. The PWM carrier frequency shall be adjustable from 5000 Hz to 15000 Hz.
- E. The drive shall contain two separate acceleration/deceleration times (0.1 to 6000 seconds) with a choice of linear, S, or C curves. The drive shall have a standard dynamic electric braking for motors rated 30 HP or below. The drive shall restart into a rotating motor by sensing the coasting motor speed and matching that frequency. The drive shall have adjustable soft stall (10%-150%) and adjustable electronic overload protection (10%-100%).
- F. The drive shall have external fault input, be capable of re-setting faults remotely and locally.
- G. Input Signal:
 - 1. 0 to 10 v DC
- H. Manual bypass is not required on VFD unless indicated on bid documents.

2.04 COMPONENTS

- A. Display: Provide integral digital display to indicate output voltage, output frequency, and output current, output power (kw), and motor RPM.

2.05 HARMONICS

- A. Reference IEEE 519-2014 Total Demand Distortion (TDD) limit at the PCC (point of common coupling). VFD supplier must provide harmonic calculations to show compliance with IEEE 519-2014.
- B. VFD's provided shall have 5% reactor (or DC choke) as integral to the VFD.
- C. Additional harmonic mitigation equipment in order to achieve compliance with IEEE 519-2014 shall include, but not be limited to, the following:
- D. 5% THD passive harmonic filter with contactor. The passive harmonic filter shall be mounted in the same enclosure as the drive.
- E. A capacitor drop-out contractor shall be included to open at reduced loads.

- F. Active front end "ULH" technology the incorporates DC bus capacitors, IGBTs, LCL filtering, and LCL contractor. Maintain unity power factor at full load while complying with IEEE 519-2014. VFDs that do not utilize this technology are not allowed.
- G. VFDs that cannot produce an output voltage that is equal to the motor nameplate voltage while operating at full speed are not allowed.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with NEMA ICS 7.1, manufacturer's instructions, and per drawings.
- B. Tighten accessible connections and mechanical fasteners after placing controller.
- C. Provide engraved plastic nameplates; refer to Section 26 0553 (16075) for product requirements and location.
- D. Neatly type label inside each motor controller door identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating. Place in clear plastic holder.
- E. The service disconnect switch must be installed on the line side of the VFD. The disconnect must be in a separate enclosure from the VFD. If conditions do not allow this disconnect to be located near the motor within NEC requirements, then a second remote disconnect may be required at the motor. Consult the project manager or University Engineer in this condition arises. All remote disconnects must be provided with auxiliary contacts hardwired to VFD safety circuit to shut down VFD when disconnect is opened. This may affect warranty on the drive so every attempt should be taken to install it per these design guidelines.
- F. If a single VFD is controlling multiple fans in an air handling unit then overload protection on each fan must be provided. No more than four (4) fans shall be connected to a single VFD.
- G. The ground wire should be of the same size as the power conductors from the motor to the VFD and from the VFD to the source.
- H. Do not install VFD's on AHU's. See details on drawings.
- I. When remote service disconnect is required, provide with auxiliary contacts hardwired to VFD safety circuit to shut down VFD, if disconnect is opened.

3.02 FIELD QUALITY CONTROL

- A. Prior to initial energization, provide the service of the manufacturer's field representative to prepare and start controllers.

3.03 MAINTENANCE

- A. Furnish two extra of each air filter.
- B. Provide service and maintenance of controllers for one year from Date of Substantial Completion.

END OF SECTION 26 2923