

PROJECT MANUAL FOR:

Miller Dining Auxiliaries Offices HVAC Upgrades

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

10/20/2025

PPA No. 24-1099



**MONTANA
STATE UNIVERSITY**

UNIVERSITY FACILITIES MANAGEMENT
BOZEMAN, MONTANA
PHONE: (406) 994-5413 FAX: (406) 994-5665



engineers • surveyors • planners • scientists

MORRISON-MAIERLE
BOZEMAN, MONTANA
PHONE: (406) 587-0721

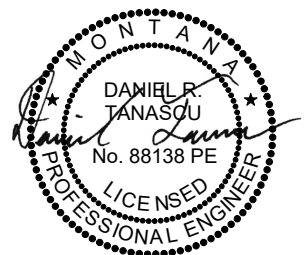


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Included in this Project Manual:

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MSU Supplemental Conditions

The following documents to be used for construction are not included in the printed project manual.

These MSU Forms can be downloaded from our website:

<http://www.montana.edu/pdc/docs/index.html> – or will be provided upon request.

Substitution Request, Form 99	Certificate of Substantial Completion, Form 107
Schedule of Values for Payment, Form 100	Construction Change Directive, Form 109
Periodic Estimate for Partial Payment, Form 101	Request for Information, Form 111
Acknowledgement of Subcontractors, Form 102	Performance Bond, Form 112
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Contract Change Order, Form 104	Certificate of Final Acceptance, Form 118
Contractor's Affidavit, Form 106	Buy Safe Montana Form

For most current Montana Prevailing Wage Rates applicable to this project download from this site: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>

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UNIVERSITY FACILITIES MANAGEMENT

Sixth Avenue and Grant Street • P.O. Box 172760 • Bozeman, Montana
59717-2760 Phone: (406) 994-5413 • Fax: (406) 994-5665

PERMIT NOTICE

Project Name: Miller Dining Auxiliaries Offices HVAC Upgrades
PPA #: 24-1099

The plans for this project have been submitted to the Montana Department of Labor & Industry (DOLI) for review via the portal:

<https://bsd.dli.mt.gov/building-codes-permits/permit-applications/building-permits/>

The owner shall pay for plan review fees and permit fees required for this project. Impact fees to be coordinated with MSU Engineering & Utilities.

The building permit must be appropriately displayed at the project site before construction may begin.

Coordination with the city of Bozeman shall still be required by the contractor.

INVITATION TO BID

Sealed bids will be received until **2:00 PM on Tuesday December 2, 2025** and will be publicly opened and read aloud in the offices of **MSU University Facilities Management, Plew Building, 6th & Grant, Bozeman, Montana**, for: **Miller Dining Auxiliaries Offices HVAC Upgrades, PPA No. 24-1099.**

Bids shall be submitted on the form provided within the Contract Documents. Contract documents may be obtained at the offices of:

**Montana State University
UNIVERSITY FACILITIES MANAGEMENT
Plew Building, 6th & Grant
PO Box 172760
Bozeman, Montana 59717-2760**

On the web at:

<http://www.montana.edu/pdc/bids.html>

A PRE-BID WALK-THROUGH IS SCHEDULED FOR TUESDAY, NOVEMBER 4, 2025, AT 2:00 PARTICIPANTS SHOULD MEET AT PROJECT SITE. ATTENDANCE IS STRONGLY RECOMMENDED. QUESTIONS RECEIVED AFTER NOVEMBER 4, 2025, WILL BE RESPONDED TO AT THE OWNER'S DISCRETION. Bidders should thoroughly review the contract documents before the pre-bid conference.

Bids equal to or greater than \$150,000 must be accompanied by a bid security meeting the requirements of the State of Montana in the amount of 10% of the total bid. After award, the successful bidder must furnish an approved Performance Security and a Labor & Material Payment Security each in the amount of 100% of the contract for contracts equal to or greater than \$150,000.

No bidder may withdraw his bid for at least thirty (30) calendar days after the scheduled time for receipt of bids except as noted in the Instructions to Bidders.

The Owner reserves the right to reject any or all bids and to waive any and all irregularities or informalities and the right to determine what constitutes any and all irregularities or informalities.

Time of Completion

Bidder agrees to commence work after receipt of the Contract for Construction, on the specified date of commencement, and to substantially complete the project by **September 30, 2026.**

The State of Montana makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the bidding and/or selection process. In order for the state to make such accommodations, applicants must make known any needed accommodation to the individual project managers or agency contacts listed in the contract documents.

State of Montana - Montana State University

INSTRUCTIONS TO BIDDERS

1. Table of Contents

Provided in the Printed Project Manual:

Invitation to Bid
Instruction to Bidders
Bid Proposal, Form 098
Sample Standard Form of Contract
State of Montana General Conditions
MSU Supplementary Conditions
Specifications
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Periodic Estimate for Partial Payment, Form 101
Acknowledgement of Subcontractors, Form 102
Consent of Surety to Final Payment, Form 103
Contract Change Order, Form 104
Contractor's Affidavit, Form 106
Certificate of Substantial Completion, Form 107
Construction Change Directive, Form 109
Request for Information, Form 111
Performance Bond, Form 112
Labor and Material Payment Bond, Form 113
Certificate of Final Acceptance, Form 118
Buy-Safe Montana Form

These additional forms can be found on our website or will be provided upon request:

<http://www.montana.edu/pdc/docs/index.html>

Substitution Request, Form 99
Schedule of Values, Form 100

For most current Montana Prevailing Wage Rates applicable to this project download from this site: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>

2. Viewing of Contract Documents

2.1. The Contract Documents may be viewed at the following locations:

Builders Exchange of Billings
2050 Broadwater STE A
Billings MT 59102
406/652-1311
bbx@billingsplanroom.com

Bozeman Builders Exchange
1105 Reeves RD W STE 800
Bozeman MT 59718
406/586-7653
exchange@bozemanplanroom.com

Butte Builders Exchange
4801 Hope Road
Butte MT 59701
406/782-5433
butteplans@gmail.com

NW MT - Flathead Builders
Exchange
2303 Hwy 2 E
Kalispell, MT 59901
406/755-5888
planex@kalcop.com

Great Falls Builders Exchange
202 2ND Avenue S
Great Falls MT 59401
406/453-2513
gfbe@greatfallsplans.com

Helena Plans Exchange
1530 Cedar Street Suite C
Helena MT 59601
406/457-2679
helenaplanex@helenacopycenter.com

Missoula Plans Exchange
201 N Russell ST
Missoula MT 59801
406/549-5002
mpe@vemcoinc.com

3. Borrowing of Documents: Up to two hard copy sets may be obtained for General Contractors. Additionally, Contract Documents will be available electronically. If shipping of hard copies is required, it will be at the contractor's expense.

3.1. Contract Documents may be obtained at the office of:

**MONTANA STATE UNIVERSITY
UNIVERSITY FACILITIES MANAGEMENT
PLEW BUILDING 1st FLOOR
6TH AND GRANT
BOZEMAN, MONTANA 59717-2760
406/994-5413**

3.2. All borrowed Contract Documents shall be returned to University Facilities Management within ten (10) calendar days after the bid opening for the deposit refund (if deposit was required). However, if the Contract Documents are not in a condition where they can be reused by the

Owner to construct the project, the Owner may at its sole discretion may retain the deposit or levy costs to contractor in order to reproduce a replacement set.

4. Visits to Site

- 4.1. Prospective bidders are requested to contact the following for inspection of the site:

**Todd Cook, Project Manager
Montana State University
University Facilities Management
6th and Grant, PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-5480; Fax: 406/994-5665**

- 4.2. Failure to visit site will not relieve the Contractor of the conditions of the contract.

5. Requests for Substitution

- 5.1 Any requests for product substitutions must be submitted on the "Substitution Request" Form 099, to the Architect/Engineer at least ten (10) days prior to the date of the bid opening for consideration by the Architect/Engineer. Any request for substitution made after this time restriction, including those made after award during project construction may be rejected without consideration by either the Architect/Engineer or the Owner.

6. Bids/Proposals

- 6.1. The bidder shall submit his bid on the Bid Proposal Form furnished with the Contract Documents.
- 6.2. DO NOT send the Contract Documents with the Proposal. The Contract Documents shall be returned as noted in Article 3.2 of the Instructions to Bidders.
- 6.3. If the project is funded by any portion of federal funds, the following may apply: on Federally-funded projects, a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form must be submitted with the bid proposal. If the debarment form is not included within the Construction Documents, federal funds (if included) do not require the form or are not included in the project and the debarment form is not required.

- 6.4. Proposals shall be in a sealed envelope and addressed to:

**STATE OF MONTANA, MONTANA STATE UNIVERSITY
UNIVERSITY FACILITIES MANAGEMENT
PLEW BUILDING 1ST FLOOR
6TH AND GRANT
PO BOX 172760, BOZEMAN, MONTANA 59717-2760**

- 6.5. The envelope shall state that it contains a "BID PROPOSAL" and indicate the following information:

Name of Project:	Miller Dining Auxiliaries Offices HVAC Upgrades
Location:	Montana State University Bozeman Campus
MSU PPA Project Number:	24-1099
Name of Bidder:	_____
Acknowledge Addendum Number:	__, __, __, __

- 6.6. It is the bidder's responsibility to deliver or ensure delivery of the bid proposal to Montana State University, University Facilities Management. Proposals received after the scheduled closing time for bids by either the bidder, a delivery service (e.g. Federal Express, U.S. Postal Service, United Parcel Service, etc.), or the state's own mail delivery system, will be rejected. Proposals entitled for consideration must be time-stamped in the Owner's office prior to the closing time for receipt of bids. The official time clock for receipt of bids and fax modifications is the Owner's time and date stamp clock located in the reception area of the Owner's office. No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids and fax modifications are received in the Owner's office prior to the scheduled closing time.

- 6.7. If requested on the Bid Proposal, any person making a bid to perform the Work shall, as a requirement of a responsible bid, set forth the name of each subcontractor specified in the "List of Subcontractors" which is part of the bid proposal. The bidder shall list only one subcontractor for each such portion or work listed. The bidder whose bid is accepted shall not:
- 6.7.1. Substitute any other subcontractor in place of the subcontractor listed in the original bid, except by specific consent of the Owner. The Owner, at its sole discretion, may grant substitution with consent of the originally listed subcontractor, or in consideration of other factor(s) involved if deemed relevant to the successful performance of the Contract.
 - 6.7.2. Permit any such subcontract to be voluntarily assigned, transferred or allow it to be performed by any party other than the subcontractor listed in the original bid without the consent of the Owner.
- 6.8. Bid Proposals entitled to consideration shall be made in accordance with the following instructions:
- 6.8.1. Made upon form provided;
 - 6.8.2. All blank spaces properly filled;
 - 6.8.3. All numbers stated in both writing and in figures;
 - 6.8.4. Shall contain no additions, conditional or alternate bids, erasures or other irregularities;
 - 6.8.5. Shall acknowledge receipt of all addenda issued.
- 6.9. Bid Proposals entitled to consideration shall be signed by the proper representative of the firm submitting the proposal as follows:
- 6.9.1. The principal of a single owner firm;
 - 6.9.2. A principal of a partnership firm;
 - 6.9.3. An officer of an incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing that agent to sign; or,
 - 6.9.4. Other persons signing for a single-owner firm or a partnership shall attach a power-of-attorney evidencing his authority to sign for that firm.
- 6.10. Unit Prices: When a Bid Proposal Form contains unit prices, any errors discovered in the extension of those unit prices will be corrected by the Owner using the unit price figures. The adjusted extended amount will then be used to determine the correct total bid. Only after the amounts have been checked and adjusted, if necessary, will the valid low bid be determined.
- 6.11. Estimated Quantities: All estimated quantities stipulated in the Bid Proposal and other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the work and for the purpose of comparing proposals submitted for the work. It is understood and agreed that the actual amounts of work done, and materials furnished under unit price items may vary from such estimated quantities. The actual quantities will depend on the conditions encountered at the time the work is performed.
- 6.12. Any bidder may modify his bid by fax communication only.
- 6.12.1 It is the bidder's responsibility to ensure that the entire modification is received at the bid opening location prior to the scheduled closing time for receipt of bids. The modification shall not reveal the bid price but shall only provide the ADDITION or SUBTRACTION from the original proposal.
 - 6.12.2 The Owner is not responsible for the performance of the facsimile/printer machine, maintaining adequate paper levels, toner levels, the telephone connection, quality of the facsimile, or any other factors affecting receipt of the fax. Unreadable or difficult-to-read facsimiles may be rejected at the sole discretion of the Owner.
 - 6.12.3 Changes in the listed subcontractors, if any, shall also be provided.
 - 6.12.4 Bid modifications must be verified by hard copy provided to the Owner within two (2) business days after the bid opening.
 - 6.12.5 Bid modifications shall be directed to fax phone (406) 994-5665.
 - 6.12.6 All facsimiles shall be date and time stamped on the same time-stamp clock in the Owner's office that is used for receipt of bids in order to be considered valid. The Owner may also use the date and time on the automatically-generated email notification of

facsimile receipt as generated by the State's system. Any date and time indicated at the top of the facsimile on either the bidder's or the Owner's facsimile/printer machine will not be used in determining time of arrival of the modification.

- 6.13. The Owner reserves the sole right to reject any or all bids and to waive any irregularities or informalities. The Owner also reserves the sole right to determine what constitutes irregularities or informalities and/or what is material and/or immaterial to the bids received.

7. Bid Security

- 7.1. IF THE PROJECT COST IS LESS THAN \$25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE BID SECURITY (18-2-302 MCA).
- 7.2. Proposals over \$150,000 shall be accompanied by a bid security in the amount of 10% of the bid price, as evidence of good faith (18-2-302 MCA).
- 7.3. Bid security shall be in the form of lawful moneys of the United States, cashier's check, certified check, bank money order or bank draft, bid bond or bonds payable to the State of Montana (18-2-302 MCA).
- 7.4. If the bidder, to whom a contract is awarded, fails to enter into and execute the proposed contract within fifteen (15) calendar days of award, the bidder shall forfeit the bid security (18-1-204 MCA).
- 7.5. The bid security of unsuccessful bidders will be returned when the contract has been awarded to the successful bidder or when all bids have been rejected (18-1-205 MCA).
- 7.6. Execution of and entering into a contract includes providing all necessary insurance certificates, bonds, signed contract and current copy of the construction contractor registration certificate.
- 7.7. **NOTE: PER STATE POLICY, IF CASH, CHECK, MONEY ORDER, OR BANK DRAFT ARE PROVIDED AS BID SECURITY, IT WILL BE DEPOSITED IN THE TREASURY. UNSUCCESSFUL BIDDERS WILL HAVE THEIR SECURITY RETURNED UPON CONTRACT AWARD. THE SUCCESSFUL BIDDER'S SECURITY MAY BE RETURNED UPON THE SIGNATURE BY BOTH CONTRACTOR AND OWNER ON THE CONTRACT FOR CONSTRUCTION.**

8. Withdrawal of Bids

- 8.1. Any bidder may withdraw his bid proposal at any time prior to the scheduled closing time for the receipt of bids.
- 8.2. Once the closing time for the receipt of bids is reached, a bid may not be withdrawn for a period of thirty (30) calendar days.

9. Interpretation of Contract Documents

- 9.1. Bidders shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents or of the site and local conditions.
- 9.2. Bidders requiring clarification or interpretation of the Contract Documents shall request, in writing, clarification from the Architect/Engineer at least ten (10) calendar days prior to the date set for receipt of bids.
- 9.3. Any interpretations, corrections, or change in the Contract Documents prior to the bid opening will be made by written addendum issued by the Architect/Engineer. The Architect/Engineer will endeavor to notify all plan holders of any addenda issued but it shall be the responsibility of the individual bidders to insure they have received all addenda prior to the submission of their bid.
- 9.4. All written addenda issued by the Architect/Engineer will become part of the Contract Documents and all bidders shall be bound by such addenda whether or not received and/or acknowledged by the bidder. No oral or telephone modifications of the Contract Documents will be considered or allowed.

10. Award of Bids

- 10.1. All bids received by the stated hour will be opened and publicly read aloud.
- 10.2. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- 10.3. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order.
- 10.4. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).
 - 10.4.1. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible.
 - 10.4.2. The term "responsible" does not refer to pecuniary ability only, nor the ability to tender sufficient performance and payment bonds.
 - 10.4.3. The term "responsible" includes, but is not limited to:
 - 10.4.3.1. Having adequate financial resources to perform the contract or the ability to obtain them;
 - 10.4.3.2. Being able to comply with the required delivery, duration, and performance schedule;
 - 10.4.3.3. Having a satisfactory record of integrity and business ethics;
 - 10.4.3.4. Having the necessary organization, experience, accounting, and operational controls;
 - 10.4.3.5. Having the necessary production, construction, technical equipment, and facilities; and,
 - 10.4.3.6. Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like.
 - 10.4.4. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request.
 - 10.4.5. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.
- 10.5. The Owner shall award such contract to the lowest responsible bidder without regard to residency except on a reciprocal basis: a resident bidder will be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of the State of Montana must be equal to the preference given in the other state or country (18-1-102, MCA). This does not apply when prohibited by Federal requirements.
- 10.6. The State of Montana may negotiate deductive changes, not to exceed 15% of the total cost of the project, with the lowest responsible bidder when the lowest responsible bids causes the project cost to exceed the appropriation; or with the lowest responsible bidders if multiple contracts will be awarded on the projects when the total of the lowest responsible bids causes the project cost to exceed the appropriation. A bidder is not required to negotiate his bid but is required to honor his bid for the time specified in the bidding documents. The Owner may terminate negotiations at any time (18-2-105(7) MCA).

11. Contract

- 11.1. The sample Standard Form of Contract between Contractor and Owner, as issued by the Owner, will be used as the contracting instrument and is bound within the Contract Documents.
- 11.2. The form shall be signed by a proper representative of the bidder as defined above in these instructions.
- 11.3. The contractor shall also complete and return a federal form W-9 with the Contract.

12. Performance, Labor and Material Payment Security

- 12.1. IF THE PROJECT COST IS LESS THAN \$150,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE A PERFORMANCE OR LABOR AND MATERIAL PAYMENT SECURITY (18-2-201 MCA). **(MSU REQUIRES BONDS ON ALL PROJECTS ABOVE \$150,000.)**
- 12.2. THE CONTRACTOR SHALL PROVIDE BOTH SECURITIES FOR THIS PROJECT AS SPECIFIED BELOW, UNLESS SPECIFICALLY DIRECTED THAT THIS REQUIREMENT HAS BEEN WAIVED ELSEWHERE IN THESE DOCUMENTS.
- 12.3. The Owner shall require the successful bidder to furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201, MCA).
- 12.4. The Owner shall require the successful bidder to furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201 MCA).
- 12.5. The bonds shall be executed on forms furnished by the Owner. No other forms will be acceptable.
- 12.6. The bonds shall be signed in compliance with State statutes (33-17-111 MCA).
- 12.7. Bonds shall be secured from a State licensed bonding company.
- 12.8. Power of Attorney
 - 12.8.1. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney;
 - 12.8.2. One original copy shall be furnished with each set of bonds.
 - 12.8.3. Others furnished with a set of bonds may be copies of that original.

13. Notice To Proceed

- 13.1. The successful bidder who is awarded the contract for construction will **NOT** be issued a Notice to Proceed document for this project. The contract for construction shall include the dates for project commencement and completion and shall serve as a Notice to Proceed for the outlined work.

14. Laws and Regulations

- 14.1. The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract as if bound herein in full.

15. Payments

- 15.1. NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the accrual of interest.

16. Buy Safe Montana Provisions

- 16.1. The successful bidder who is awarded the contract for construction shall provide their incident rate, experience modification ratio (EMR) and loss ratio via the Buy-Safe Montana form with the Award documents.

17. Time of Completion

- 17.1. Bidder agrees to commence work after receipt of the Standard Form of Contract Between Owner and Contractor for Construction upon the specified date of commencement, and to substantially complete the project by **September 30, 2026**.
- 17.2. Actual damages may be assessed pursuant to the General Conditions. The Contractor acknowledges and understands that the Owner may suffer loss for every day of delay Final Acceptance is not achieved. Nothing contained in this waiver of liquidated damages shall be deemed to preclude an award of actual damages in accordance with Paragraphs 4.3 through 4.6 of the General Conditions of the Contract for Construction.

~END OF INSTRUCTIONS~



BID PROPOSAL

**Miller Dining Auxiliaries Offices HVAC Upgrades
PPA No. 24-1099**

TO:
State of Montana, Montana State University
University Facilities Management
Attn: Contract Administrator
Plew Building, 6th & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Prospective Bidders:

The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work as prepared by **Morrison Maierle Inc., 2880 Technology Blvd W, Bozeman, MT 59718, (406) 587-0721** by submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:

BASE BID:

_____ and ____ /100 DOLLARS.
(ALPHA notation) \$ _____ (NUMERIC notation)

This bidder acknowledges receipt of the following addenda:

ADDENDUM No.:	_____	Dated:	_____
ADDENDUM No.:	_____	Dated:	_____
ADDENDUM No.:	_____	Dated:	_____

By signing below, the bidder agrees to all terms specified and AGREES TO fulfill the requirements of the CONTRACT in strict accordance with the bidding documents.

Company Name: _____

Business Address: _____

Construction Contractor
Registration No.: _____

Phone No.: _____

Fax No.: _____

Email: _____

Date: _____

Bid Proposals entitled to consideration shall be signed by the proper representative of the firm submitting

the proposal as follows (Initial which requirement you meet):

- ☐ The principal of a single owner firm;
- ☐ A principal of a partnership firm;
- ☐ An officer of an incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing that agent to sign; or (attach a copy of the resolution),
- ☐ Other persons signing for a single-owner firm or a partnership shall attach a power-of-attorney evidencing his authority to sign for that firm.

Signature: _____

Print Name: _____

Title: _____

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(Form Revision Date: February 2025)

ARTICLE 1 – GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

1.1.1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the Contract between Owner and Contractor (hereinafter the “Contract”), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a Construction Change Directive; or, (4) a written order for a minor change in the Work issued by the Architect/Engineer. The Contract Documents shall include the bidding documents and any alterations made thereto by addenda. In the event of a conflict, discrepancy, contradiction, or inconsistency within the Contract Documents and for the resolution of same, the following order of hierarchy and control shall apply and prevail:

1) Contract; 2) Addenda; 3) Supplementary General Conditions; 4) General Conditions; 5) Specifications; 6) Drawings; 7) Instructions to Bidders; 8) Invitation To Bid; 9) Sample Forms.

1.1.1.1. If a conflict, discrepancy, contradiction, or inconsistency occurs within or between the Specifications and the Drawings, resolution shall be controlled by the following:

1.1.1.1.1. As between figures, dimensions, or numbers given on drawings and any scaled measurements, the figures, dimensions, or numbers shall govern;

1.1.1.1.2. As between large scale drawings and small scale drawings, the larger scale drawings shall govern;

1.1.1.1.3. As between the technical specifications and drawings; the technical specifications shall govern.

1.1.1.1.4. Shop Drawings and Submittals: Shop drawings and other submittals from the Contractor, subcontractors, or suppliers do not constitute a part of the Contract Documents.

1.1.1.2. The Contractor acknowledges, understands and agrees that the Contract Documents cannot be changed except as provided herein by the terms of the Contract. No act(s), action(s), omission(s), or course of dealing(s) by the Owner or Architect/Engineer with the Contractor shall alter the requirements of the Contract Documents and that alteration can be accomplished only through a written Modification process defined herein.

1.1.2. **THE DRAWINGS.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, intent, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.3. **THE SPECIFICATIONS.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.4. **THE CONTRACT.** The entire Contract for Construction is formed by the Contract Documents. The Contract represents the entire, complete, and integrated agreement between the Owner and Contractor.

hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between: (1) the Architect/Engineer and Contractor; (2) the Owner and any Subcontractor, Sub-subcontractor, or Supplier; (3) the Owner and Architect/Engineer; or, (4) between any persons or entities other than the Owner and Contractor. However, the Architect/Engineer shall at all times be permitted and entitled to performance and enforcement of its obligations under the Contract intended to facilitate performance of the Architect/Engineer's duties.

- 1.1.5. THE WORK. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to completely fulfill the Contract and the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.1.6. THE PROJECT. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.1.7. TIME. Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day of a duration or time period shall be determined as the day following the current day of any event or notice starting a specified duration. All durations in the Contract Documents are calendar days unless specifically stated otherwise.

1.2. **CORRELATION, INTER-RELATIONSHIP, AND INTENT OF THE CONTRACT DOCUMENTS**

- 1.2.1. The intent of the Contract Documents is to include all items and all effort necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and inter-related, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- 1.2.2. 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. It is the Contractor's responsibility to control the Work under the Contract.
- 1.2.3. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3. **CAPITALIZATION**

- 1.3.1. Terms capitalized in these General Conditions include those which are: (1) specifically defined; and, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

1.4. **INTERPRETATION**

- 1.4.1. In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5. **EXECUTION OF THE CONTRACT AND CONTRACT DOCUMENTS**

- 1.5.1. The Contract shall be signed by the Owner and Contractor. Execution of the Contract by the Contractor constitutes the complete and irrevocable binding of the Contractor and his Surety to the Owner for complete performance of the Work and fulfillment of all obligations. By execution of the Contract, the Contractor acknowledges that it has reviewed and familiarized itself with all aspects of the Contract Documents and agrees to be bound by the terms and conditions contained therein.

- 1.5.2. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- 1.5.3. The Contractor acknowledges that it has taken all reasonable actions necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, gas, electric power, phone service, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation, topography, and conditions of the ground; and, (5) the character of equipment and facilities needed for performance of the Work. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory geotechnical work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly ascertaining and estimating the difficulty and cost of successfully performing the Work or for proceeding to successfully perform the Work without additional expense to the Owner.
- 1.5.4. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner, nor does the Owner assume responsibility for any understanding reached or representation made by any of its officers, agents, or employees concerning conditions which can affect the Work unless that understanding or representation is expressly stated in the Contract Documents.
- 1.5.4.1. Performance of any portion of the Work beyond that required for complying with the specifications and all other requirements of the Contract, shall be deemed to be for the convenience of the Contractor and shall be at the Contractor's sole expense.
- 1.5.4.2. There shall be no increase in the contract price or time allowed for performance which is for the convenience of the Contractor.

1.6. **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE**

- 1.6.1. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect/Engineer and the Architect/Engineer's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect/Engineer or the Architect/Engineer's consultants. Unless otherwise indicated, the Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights except as defined in the Owner's Contract with the Architect/Engineer. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect/Engineer upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer, and the Architect/Engineer's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' copyrights or other reserved rights.

- 1.6.2. Owner's Disclaimer of Warranty: The Owner has requested the Architect/Engineer prepare the Contract Documents for the Project which are adequate for bidding and constructing the Project. However, the Owner makes no representation, guarantee, or warranty of any nature whatsoever to the Contractor concerning such documents. The Contractor hereby acknowledges and represents that it has not, does not, and will not rely upon any such representation, guarantee, or warranty concerning the Contract Documents as no such representation, guarantee, or warranty have been or are hereby made.

ARTICLE 2 – THE OWNER

2.1. THE STATE OF MONTANA

- 2.1.1. The Owner is the State of Montana and is the sole entity to be identified as Owner in the Contract and as referred to throughout the Contract Documents as if singular in number.
- 2.1.2. Except as otherwise provided in Subparagraph 4.2.1, the Architect/Engineer does not have authority to bind the Owner. The observations and participations of the Owner or its authorized representative do not alleviate any responsibility on the part of the Contractor. The Owner reserves the right to observe the work and make comment. Any action or lack of action by the Owner shall not be construed as approval of the Contractor's performance.
- 2.1.3. The Owner reserves the right to require the Contractor, all sub-contractors and material suppliers to provide lien releases at any time. The Owner reserves the right to withhold progress payments until such lien releases are received for all work for which prior progress payments have been made. Upon the Owner's demand for lien releases (either verbally or written), the Contractor, all sub-contractors and material suppliers shall provide such releases with every subsequent application for payment through Final Acceptance of the Project.
- 2.1.4. Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 2.1.5. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.
- 2.1.6. Unless otherwise provided in the Contract Documents, the Contractor will be furnished electronic copies of Drawings and Specifications as are reasonably necessary for execution of the Work.

2.2. OWNER'S RIGHT TO STOP WORK

- 2.2.1. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to 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 shall 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, except to the extent required by Subparagraph 6.1.3. The issuance of a stop work order by the Owner shall not give rise to a claim by the Contractor or any subcontractor for additional cost, time, or other adjustment.

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-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be

issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and increased costs, and compensation for the Architect/Engineer's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4. OWNER'S RIGHT TO PERSONNEL

- 2.4.1. The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the project with cause but without cost to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly with the Contractor or indirectly through the Architect/Engineer. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruption to the facility or others, poor management, causes delay or delays, disruption of the Project, will not strictly adhere to facility procedures and Project requirements either knowingly or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.
- 2.4.2. Any issue or circumstance relating to or resulting out of this clause shall not be construed or interpreted to be interference with or impacting upon the Contractor's responsibilities and liabilities under the Contract Documents.
- 2.4.3. Person(s) and/or personnel who do not perform in accordance with the Contract Documents, shall be deemed to have provided the Owner with cause to have such persons removed from any and all involvement in the Work.
- 2.4.4. The Contractor agrees to indemnify and hold harmless the Owner from any and all causes of action, demands, claims, damages, awards, attorneys' fees, and other costs brought against the Owner and/or Architect/Engineer by any and all person(s) or personnel as a result of actions under this clause.

ARTICLE 3 – THE CONTRACTOR

3.1. GENERAL

- 3.1.1. The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 3.1.2. Construction Contractor Registration: The Contractor is required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within fifteen (15) days of the date on the notice of award, the Owner may award, at its sole discretion, to the next lowest responsible bidder who meets this requirement. The Owner will not execute a contract for construction to a Contractor who is not registered per 39-9-401(a) MCA. It is solely the Contractor's responsibility to ensure that all Subcontractors are registered in accordance with Title 39, Chapter 9, MCA.
- 3.1.3. The Owner's engagement of the Contractor is based upon the Contractor's representations by submission of a bid to the Owner that it:
 - 3.1.3.1. has the requisite skills, judgment, capacity, expertise, and financial ability to perform the Work;
 - 3.1.3.2. is experienced in the type of labor and services the Owner is engaging the Contractor to perform;
 - 3.1.3.3. is authorized, licensed and registered to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located;

- 3.1.3.4. is qualified, willing and able to perform the labor and services for the Project in the manner and scope defined in the Contract Documents; and,
- 3.1.3.5. has the expertise and ability to provide labor and services that will meet the Owner's objectives, intent and requirements, and will comply with the requirements of all governmental, public, and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- 3.1.4. The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.1.5. The Contractor shall provide on minimum of a bi-weekly basis the onsite Superintendent's daily reports/logs
- 3.1.6. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.1.7. Quality Control (i.e. ensuring compliance with the Contract Documents) and Quality Assurance (i.e. confirming compliance with the Contract Documents) are the responsibility of the Contractor. Testing, observations, and/or inspections performed or provided by the Owner are solely for the Owner's own purposes and are for the benefit of the Owner. The Owner is not liable or responsible in any form or fashion to the Contractor regarding quality control or assurance or extent of such assurances. The Contractor shall not, under any circumstances, rely upon the Owner's testing or inspections as a substitute or in lieu of its own Quality Control or Assurance programs.
- 3.1.8. Buy-Safe Montana Provision: The Owner shall review the Buy-Safe Montana Form provided by the Bidder under Articles 16 of the Instructions to Bidders. To promote a safe work environment, the Owner encourages an incidence rate less than the latest average for non-residential building construction for Montana as established by the federal Bureau of Labor Statistics for the prior year; an experience modification rating (EMR) less than 1.0; and a loss ratio of less than 100%. The Contractor with a greater-than-average incidence rate, an EMR greater than 1.0, and a loss ratio of more than 100% shall schedule and obtain a Comprehensive Safety Consultation from the Montana Department of Labor & Industry, Employment Relations Division, Safety Bureau before the Owner grants Substantial Completion of the Work. For assistance in obtaining the Comprehensive Safety Consultation, visit <http://erd.dli.mt.gov/safety-health/onsite-consultation>.

3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.2.1. Since the Contract Documents are complementary and inter-related, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions affecting the Work. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. However, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect/Engineer as a request for information in such form as the Architect/Engineer may require.
- 3.2.2. Any errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect/Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.
- 3.2.3. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect/Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.4 and 4.3.5. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect/Engineer for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents

unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect/Engineer.

- 3.2.4. Except as otherwise expressly provided in this Contract, the Contractor assumes all risks, liabilities, costs, and consequences of performing any effort or work in accordance with any written or oral order (including but not limited to direction, instruction, interpretation, or determination) of a person not authorized in writing by the Owner to issue such an order.
- 3.2.5. By entering into this Contract, the Contractor acknowledges that it has informed itself fully regarding the requirements of the Drawings and Specifications, the General Conditions, the Supplementary General Conditions, all other documents comprising a part of the Contract Documents and all applicable laws, building codes, ordinances and regulations. Contractor hereby expressly acknowledges, guarantees, and warrants to the Owner that:
 - 3.2.5.1. the Contract Documents are sufficient in detail and scope to enable Contractor to construct the finished project;
 - 3.2.5.2. no additional or further work should be required by Owner at the time of Owner's acceptance of the Work; and,
 - 3.2.5.3. when the Contractor's work is finished and the Owner accepts, the Work will be complete and fit for the purpose intended by the Contract Documents. This acknowledgment and guarantee does not imply that the Contractor is assuming responsibilities of the Architect/Engineer.
- 3.2.6. Sufficiency of Contract Documents: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has received, carefully reviewed, and evaluated all aspects of the Contract Documents and agrees that said Documents are adequate, consistent, coordinated, and sufficient for bidding and constructing the Work requested, intended, conceived, and contemplated therein.
 - 3.2.6.1. The Contractor further acknowledges its continuing duty to review and evaluate the Contract Documents during the performance of its services and shall immediately notify the Architect/Engineer of any problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions it discovers in the Contract Documents and the Work to be constructed; and, any variances it discovers between the Contract Documents and applicable laws, statutes, building codes, rules or regulations.
 - 3.2.6.2. If the Contractor performs any Work which it knows or should have known due to its experience, ability, qualifications, and expertise in the construction industry, that involves problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions in the Contract Documents and the Work to be constructed and, any variances between the Contract Documents and applicable laws, statutes, building codes, rules or regulations, without prior written notification to the Architect/Engineer and without prior authorization to proceed from the Architect/Engineer, the Contractor shall be responsible for and bear the costs and delays (including costs of any delay) of performing such Work and all corrective actions as directed by the Architect/Engineer.
 - 3.2.6.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to carefully review, evaluate, and become familiar with all aspects of the Contract Documents shall be deemed void and waived by the Contractor.
- 3.2.7. Sufficiency of Site Conditions: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has visited, carefully reviewed, evaluated, and become familiar with all aspects of the site and local conditions at which the Project is to be constructed. The Contractor agrees that the Contract Documents are an adequate, consistent, coordinated, and sufficient representation of the site and local conditions for the Work.
 - 3.2.7.1. The Contractor has reviewed and become familiar with all aspects with the Site Survey and Geotechnical Report for the Project and has a full understanding of the information provided therein.

- 3.2.7.2. If the Work involves modifications, renovations, or remodeling of an existing structure(s) or other man-made feature(s), the Contractor certifies, warrants and guarantees that it has reviewed, evaluated, and become familiar with all available as-built and record drawings, plans and specifications, and has thoroughly inspected and become familiar with the structure(s) or man-made feature(s).
- 3.2.7.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to visit, carefully review, evaluate, and become familiar with all aspects of the site, available geotechnical information, and local conditions at which the Project is to be constructed shall be deemed void and waived by the Contractor.

3.3. SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention recognizing that time and quality are of the essence of the Work. 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, unless the Contract Documents give other specific instructions concerning these matters. It is the responsibility of and incumbent upon the Contractor to ensure, confirm, coordinate, inspect and oversee all Work (which is inclusive of but not limited to all submittals, change orders, schedules, workmanship, and appropriate staffing with enough competent and qualified personnel) so that the Work is not impacted in terms of any delays, costs, damages, or additional time, or effort on the part Architect/Engineer or Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Architect/Engineer or Owner as appropriate shall be solely responsible for any resulting loss or damage. The Contractor will be required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and shall propose any alternative procedure which the Contractor will warrant and guarantee. The Contractor is required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and to propose any alternative procedure which the Contractor will warrant.
- 3.3.2. The Contractor shall furnish management, supervision, coordination, labor and services that: (1) expeditiously, economically, and properly completes the Work; (2) comply with all requirements of the Contract Documents; and, (3) are performed in a quality workmanlike manner and in accordance with the standards currently practiced by persons and entities performing or providing comparable management, supervision, labor and services on projects of similar size, complexity, cost, and nature to this Project. However, the standards currently practiced within the construction industry shall not relieve the Contractor of the responsibility to perform the Work to the level of quality, detail, and excellence defined and intended by the Contract Documents as interpreted by the Architect/Engineer.
- 3.3.3. All services and labor rendered by the Contractor, including any subcontractors or suppliers, shall be performed under the immediate supervision at the site of persons possessing expertise and the requisite knowledge in the discipline or trade of service being rendered. The Contractor shall maintain such supervision and personnel at all times that the Contractor's personnel, subcontractors, and/or suppliers are at the site. The Contractor shall never be absent from the site during performance of any portion of the Work by any entity under the supervision and direction of the Contractor. Full time attendance by the Contractor from the date of project commencement through Final Acceptance is an explicit requirement of this Contract.

- 3.3.4. The Contractor shall be responsible to the Owner for acts, damages, errors, and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 3.3.5. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4. **LABOR, WAGES, AND MATERIALS**

- 3.4.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, permits, licenses, goods, products, equipment, tools, construction equipment and machinery, water, heat, all utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 3.4.2. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer and in accordance with a Change Order. This opportunity to request substitutions does not negate or waive any requirement for the Contractor to follow a pre-bidding "prior approval" requirement nor obligate the Owner to approve any substitution request.
- 3.4.3. The Contractor shall enforce strict discipline, appropriate behavior, and good order among the Contractor's employees, subcontractors at every tier and level, 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.
- 3.4.4. Prevailing Wages and Montana Residents.
 - 3.4.4.1. The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)
 - 3.4.4.2. At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)
 - 3.4.4.3. Indian Employment Preference within the Boundaries of an Indian Reservation. All contractors that are awarded a state agency construction contract within the exterior boundaries of an Indian Reservation shall extend a hiring preference to qualified Indians as provided herein:
 - 3.4.4.3.1. "State agency" means a department, office, board, bureau, commission, agency, or other instrumentality of the executive or judicial branches of the government of this State. "Indian" means a person who is enrolled or who is a lineal descendent of a person enrolled in an enrollment listing of the Bureau of Indian Affairs or in the enrollment listing of a recognized Indian tribe domiciled in the United States.
 - 3.4.4.3.2. Qualified Indians – Employment Criteria: An Indian shall be qualified for employment in a permanent, temporary, or seasonal position if he or she has substantially equal qualifications for any position and resides on the reservation where the construction contract is to be performed.
 - 3.4.4.3.3. Non-Applicability: The Indian Employment Preference Policy does not apply to a project partially funded with federal-aid money from the United States Department of Transportation or when residency preference laws are specifically prohibited by federal law. It does not apply to independent contractors and their employees, student interns, elected officials, or appointed positions.
 - 3.4.4.4. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are bound herein. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work

shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

- 3.4.4.5. The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.
- 3.4.4.6. The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.
- 3.4.4.7. It is not the responsibility of the Owner to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless the Owner from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to the Owner. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to the Owner, the Owner's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.
- 3.4.4.8. In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or "Heavy/Highway" schedules and as part of these Contract Documents.
- 3.4.4.9. The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, whichever is later.
- 3.4.4.10. Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.
- 3.4.4.11. The contractor and all subcontractors are required by MCA 18-2-417 to make wage rate adjustments for projects with a construction duration exceeding 30 months.

3.5. **WARRANTY AND GUARANTEE**

- 3.5.1. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 3.5.2. The Contractor shall and does hereby warrant and guarantee all work, workmanship, and materials for the full warranty period as specified in the Contract Documents. The warranty period shall be defined as

commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project by the Owner. The date of Final Acceptance shall be the date of the Architect/Engineer's signature on the final request for payment unless otherwise agreed upon in writing for the entire project or any portion thereof, by the Owner, Architect/Engineer and Contractor.

- 3.5.3. In addition to the one (1) calendar year warranty and guarantee specified in this herein above, the Contractor warrants and guarantees all materials and workmanship for the roofing system for a period of two (2) calendar years from the date of Final Acceptance. This warranty shall cover all labor and materials for roof and roofing finish systems (e.g. flashing, terminations, parapet caps, etc.) repairs from moisture penetration and/or defects in workmanship.
- 3.5.4. Manufacturer and product warranties and guarantees, as provided by the manufacturer or as specified in the Contract Documents, are in addition to the Contractor's warranty.

3.6. **TAXES**

- 3.6.1. The Contractor is responsible for and shall pay all sales, consumer, use, and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 3.6.2. In compliance with 15-50-206 MCA, the Contractor will have 1% of his **gross** receipts withheld by the Owner from all payments due and sent to the Montana Department of Revenue. Each subcontractor who performs work greater than \$80,000 shall have 1% of its gross receipts withheld by the Contractor and sent to the Montana Department of Revenue. The Contractor shall notify the Department of Revenue on the Department's prescribed form.

3.7. **PERMITS, FEES, AND NOTICES**

- 3.7.1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract, including but not limited to, the building permit fee, electrical, plumbing, sewer connection fee and mechanical permit fee, and any required impact fees and which are legally required when bids are received or negotiations concluded.
- 3.7.2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- 3.7.3. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, and does so without providing notice to the Architect/Engineer and Owner, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction. The Contractor shall be solely responsible to insure that all work it performs is in full compliance with all prevailing and applicable codes and regulations.
- 3.7.4. Incident Reporting: The Contractor shall immediately notify the Owner and Architect/Engineer, both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work, including, but not limited to, union disputes, accidents, delays, damages to Work, and other significant occurrences. Such notices are in addition to any other notices required regarding claims.

3.8. **ALLOWANCES**

- 3.8.1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
- 3.8.2. Unless otherwise provided in the Contract Documents:
 - 3.8.2.1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3.8.2.2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included by the Contractor in the Contract Sum but not in the allowances;

3.8.2.3. whenever costs are more than or less than stated allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.1; and, (2) changes in Contractor's costs under Clause 3.8.2.2.

3.8.3. Materials and equipment under an allowance shall be selected by the Owner.

3.9. **CONTRACTOR'S PERSONNEL**

3.9.1. The Contractor shall employ competent personnel, supervisors, project managers, project engineers, project superintendent, and all others who shall be assigned to the Work throughout its duration. Contractor's personnel extend to those employed by the Contractor whether at the site or not. The Owner shall have right to review and approve or reject all replacement of Contractor's personnel. All personnel assigned by the Contractor to the Work shall possess the requisite experience, skills, abilities, knowledge, and integrity to perform the Work.

3.9.2. The superintendent and others as assigned shall be in attendance at the Project site during the performance of any and all Work. The superintendent shall represent the Contractor. All communications given to the Contractor's personnel such as the project manager or the superintendent, whether verbal, electronic or written, shall be as binding as if given to the Contractor.

3.9.3. It is the Contractor's responsibility to appropriately staff, manage, supervise and direct the Work which is inclusive of the performance, acts, and actions of his personnel and subcontractors. As such, the Contractor further agrees to indemnify and hold harmless the Owner and the Architect/Engineer, and to protect and defend both from and against all claims, attorneys' fees, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of or against the Owner, Architect/Engineer, Contractor, their agents, employees, or any third parties on account of the performance, behavior, acts or actions of the Contractor's personnel or subcontractors.

3.9.4. Prior to the commencement of any work, the Contractor shall prepare and submit a personnel listing and organizational chart in a format acceptable to the Owner which lists by name, phone number (including cell phone), job category, and responsibility the Contractor's key/primary personnel who will work on the Project. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference.

3.9.5. The Contractor shall immediately remove for the duration of the Project, any person making an inappropriate racial, sexual, or ethnic comment, statement, joke, or gesture toward any other individual.

3.9.6. The Contractor shall immediately remove for the duration of the Project, any person who is incompetent, careless, disruptive, or not working in harmony with others.

3.10. **CONSTRUCTION SCHEDULES**

3.10.1. The Contractor shall, promptly after being awarded the Contract, prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and per the requirements of the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor's schedule shall be in the "Critical Path Method" and shall show the Critical Path of the Work in sufficient detail to evaluate the Contractor's progress. A request for time extension by the Contractor will not be allowed unless a change in the Work is approved by the Owner and materially affects the Critical Path. It is the Contractor's responsibility to demonstrate that any time extensions requests materially affect the Critical Path.

- 3.10.2. The Contractor shall prepare and keep current, for the Architect/Engineer's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Architect/Engineer reasonable time to review submittals.
- 3.10.3. The Contractor shall perform the Work in accordance with the most recent schedule submitted to the Owner and Architect/Engineer.
- 3.10.4. The Contractor's operations (including but not limited to the Contractor's forces employed, sequences of operations, and methods of operation) at all times during the performance of the contract shall be: (a) subject to the review of the Owner or the Architect/Engineer; and, (b) sufficient to insure the completion of the Work within the specified performance period.
- 3.10.5. The Critical Path Method Construction Schedule prepared by the Contractor must be in a form that is acceptable to both the Architect/Engineer and the Owner.
 - 3.10.5.1. The Schedule shall show the estimated progress of the entire Project through the individual time periods allowed for completion of each discipline, trade, phase, section, and aspect of the Work.
 - 3.10.5.2. The Schedule shall show percent complete, progress to date, project work, and projected time to complete the work for all activities. The percent complete and minor schedule changes, including additions of activities, change orders, construction change directives, changes to sequences of activities and significant changes in activity demands must be shown by a revised Schedule. A written report providing details about the changes and what actions are anticipated to get the work completed in the contractual time period shall be submitted with the revised schedule.
 - 3.10.5.3. The Construction Schedule shall include coordinate dates for performance of all divisions of the Work, including shipping and delivery, off-site requirements and tasks, so the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Acceptance.
 - 3.10.5.4. The Construction Schedule shall include: (i) the required commencement date, the required dates of Substantial Completion(s) and Final Acceptance for the complete Project and all phases (if any); (ii) any guideline and milestone dates required by the Owner or the Contract Documents; (iii) subcontractor and supplier schedules; (iv) a submittal schedule which allows sufficient time for review and action by the Architect/Engineer; (v) the complete sequence of all construction activities with start and completion dates; and, (vi) required decision dates.
 - 3.10.5.5. By receiving, reviewing, and/or commenting on the Construction Schedule or any portion thereof (including logic and resource loading), neither the Owner or Architect/Engineer assume any of the Contractor's responsibility or liability that the Schedule be coordinated or complete, or for timely and orderly completion of the Work.
 - 3.10.5.6. Receiving, reviewing, and/or commenting on the Schedule, any portion thereof, or any revision thereof, does not constitute an approval, acknowledgement, or acceptance of any duration, dates, milestones, or performance indicated therein.
 - 3.10.5.7. A printout of the Schedule's logic showing all activities is required with the Schedule and with all updates to the Schedule.
- 3.10.6. The Contractor shall review and compare, at a minimum on a weekly basis, the actual status of the Work against its Construction Schedule.
- 3.10.7. The Contractor shall routinely, frequently, and periodically (but not less than monthly) update and/or revise its Construction Schedule to show actual progress of the Work through the date of the update or revision, projected level of completion of each remaining activity, activities modified since the previous update or revision, and major changes in scope or logic. The updated/revised Schedule shall be accompanied by a narrative report which: (1) states and explains any modifications of the critical path, if

any, including any changes in logic; (2) defines problem areas and lists areas of anticipated delays; (3) explains the anticipated impact the change in the critical path or problems and delays will have on the entire Schedule and the completion of the Work; (4) provides corrective action taken or proposed; and, (5) states how problems or delays will be resolved in order to deliver the Work by the required phasing milestones (if any), Substantial Completion(s), and Final Acceptance dates.

- 3.10.8. Delay in Performance: If at any time the Contractor anticipates that performance of the Work will be delayed or has been delayed, the Contractor shall: (1) immediately notify the Architect/Engineer by separate and distinct correspondence of the probable cause and effect of the delay, and possible alternatives to minimize the delay; and, (2) take all corrective action reasonably necessary to deliver the Work by the required dates. Nothing in this paragraph or the Contract Documents shall be construed by the Contractor as a granting by the Architect/Engineer or Owner of constructive acceleration. The results of failure to anticipate delays, or to timely notify the Owner and Architect/Engineer of an anticipated or real delay, are entirely the responsibility of the Contractor whether compensable or not.
- 3.10.9. Early Completion: The Contractor may attempt to achieve Substantial Completion(s) on or before the date(s) required in the Contract. However, such early completion shall be for the Contractor's sole convenience and shall not create any real or implied additional rights to Contractor or impose any additional obligations on the Owner or Architect/Engineer. The Owner will not be liable for nor pay any additional compensation of any kind to the Contractor for achieving Substantial Completion(s) or Final Acceptance prior to the required dates as set forth in the Contract. The Owner will not be liable for nor pay any additional compensation of any kind should there be any cause whatsoever that the Contractor is not able to achieve Substantial Completion(s) earlier than the contractually required dates of Substantial Completion(s) or Final Acceptance.
- 3.10.10. Float in Schedule. Any and all float time in the Contractor's schedule, regardless of the path or activity, shall accrue to the benefit of the Owner and the Work, and not to the Contractor. Float also includes any difference shown between any early completion dates shown on the Contractor's Schedule for any phasing milestone(s), Substantial Completion(s) or Final Acceptance and the dates or durations as required by the Contract Documents.
- 3.10.11. Modification of Required Substantial Completion(s) or Final Acceptance Dates: Modification of the required dates shall be accomplished only by duly authorized, accepted, and approved change orders stating the new date(s) with specificity on the change order form. All rights, duties, and obligations, including but not limited to the Contractor's liability for actual, delay, and/or liquidated damages, shall be determined in relation to the date(s) as modified.

3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

- 3.11.1. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and accurately marked to record current field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer or Owner at any time and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.
- 3.11.2. The Owner shall not be required to process final payment until all documentation and data required by the Contract Documents is submitted to and approved by the Architect/Engineer including, but not limited to, the As-Built Drawings. The Owner will not process any final request for payment until the Architect/Engineer has received and verified that the Contractor has performed the requirements pertaining to the as-built drawings.
- 3.11.3. The as-built drawings shall be neatly and clearly marked during construction to record all deviations, variations, changes, and alterations as they occur during construction along with such supplementary notes and details necessary to clearly and accurately represent the as-built condition. The as-built drawings shall be available at all times to the Owner, Architect/Engineer and Architect/Engineer's consultants.

3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1. Definitions:

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

3.12.1.2. 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.

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

3.12.2. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

3.12.3. The Contractor shall review, approve, and submit to the Architect/Engineer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within sixty (60) calendar days of the project commencement date unless noted otherwise and shall do so in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Any and all items submitted by the Contractor which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor, or in the opinion of the Architect/Engineer, have not been reviewed for compliance by the Contractor even if marked as such, may be returned by the Architect/Engineer without action and shall not result in any accusation or claim for delay or cost by the Contractor. Any submittal that, in the opinion of the Architect/Engineer, is incomplete in any area or detail may be rejected and returned to the Contractor. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all submittals are complete, accurate, and in conformance to the Contract Documents prior to submission.

3.12.4. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents and guarantees to the Architect/Engineer and Owner that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.5. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer. Should the Contractor, Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

3.12.6. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and: (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work; or, (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's approval thereof.

3.12.7. The Contractor shall direct specific attention, in writing or on re-submitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect/Engineer on previous submittals. In the absence of such written notice the Architect/Engineer's approval of a re-submission shall not apply to such revisions.

- 3.12.8. The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect/Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect/Engineer. The Owner and the Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect/Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this subparagraph, the Architect/Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents but shall be responsible and held liable for review and verification of all performance or design criteria as required by Paragraph 3.2.
- 3.12.9. Unless noted otherwise in the Contract Documents, the Contractor shall submit to the Architect/Engineer within sixty (60) days from the date of project commencement electronic copies of all shop/setting drawings, schedules, cut sheets, products, product data, and samples required for the complete Work. Copies shall be reviewed, marked, stamped and approved on each and every copy by the Contractor prior to submission to the Architect/Engineer or they shall be returned without review or action. The Architect/Engineer shall review with reasonable promptness, making corrections, rejections, or other actions as appropriate. The Architect/Engineer's approval or actions on shop/setting drawings, schedules, cut sheets, products, product data, or samples shall not relieve the Contractor from responsibility for, nor deviating from, the requirements of the plans and specifications. Any deviations from the plans and specifications requested or made by the Contractor shall be brought promptly to the attention of the Architect/Engineer.
- 3.12.10. Cost for Re-Submissions: the Contractor is responsible for ensuring that all shop drawings, product data, samples, and submittals contain all information required by the Contract Documents to allow the Architect/Engineer to take action. The costs and expenses to the Architect/Engineer for making exhaustive reviews of each Shop Drawing, Product Data item, sample, or submittal of the Contractor may be billed by the Architect/Engineer directly to the Contractor or, if otherwise agreed by the Owner in writing, may be reimbursed by the Owner to the Architect/Engineer and deducted from the Contractor's contract via change order by the Owner. The Owner will not be liable to the Architect/Engineer for multiple reviews.

3.13. **USE OF SITE**

- 3.13.1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- 3.13.2. The Contractor shall not damage, endanger, compromise or destroy any part of the Project or the site, including but not limited to work performed by others, monuments, stakes, bench marks, survey points, utilities, existing features or structures. The Contractor shall be fully and exclusively responsible for and bear all costs and delays (including and costs of delay) for any damage, endangerment, compromise, or destruction of any part of the Project or site.

3.14. **CUTTING AND PATCHING**

- 3.14.1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 3.14.2. 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.

3.15. CLEAN UP AND SITE CONTROL

- 3.15.1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract during performance of the Work and at the direction of the Owner or Architect/Engineer. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- 3.15.2. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16. ACCESS TO WORK

- 3.16.1. The Contractor shall provide the Owner and Architect/Engineer access to the Work at all times wherever located.

3.17. ROYALTIES, PATENTS AND COPYRIGHTS

- 3.17.1. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect/Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect/Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect/Engineer.

3.18. INDEMNIFICATION

- 3.18.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, 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 a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and the Owner against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys' fees), and losses from any cause whatever (including patent, trademark and copyright infringement) except the Owner's sole or partial negligence. This includes any suits, claims, actions, losses, costs, damages of any kind, including the State and Owner's legal expenses, arising out of, in connection with, or incidental to the Contract, but does not include any such suits, claims, actions, losses, costs or damages which are the result of the negligent acts, actions, losses, costs, or damages which are acts, omissions or misconduct of the Owner if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of the Contractor in whole or in part.
- 3.18.2. In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts

they may be liable, the indemnification obligation under Subparagraph 3.18.1 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 under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.1. THE ARCHITECT/ENGINEER

- 4.1.1. The Architect/Engineer is the person lawfully licensed to practice or an entity lawfully practicing identified as such in the Agreement with the Owner and is referred to throughout the Contract Documents as if singular in number. The term "Architect/Engineer" means the Architect/Engineer's duly authorized representative.
- 4.1.2. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.
- 4.1.3. If the employment of the Architect/Engineer is terminated, the Owner shall employ a new Architect/Engineer at the sole choice and discretion of the Owner, whose status under the Contract Documents shall be that of the former Architect/Engineer.

4.2. ARCHITECT/ENGINEER'S ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 4.2.1. The Architect/Engineer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative throughout the complete duration of the Project, including the warranty period. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with the Architect/Engineer Contract.
- 4.2.2. The Architect/Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations to: (1) become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (2) endeavor to guard the Owner against defects and deficiencies in the Work; and, (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner and Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's Work. The Owner and Architect/Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, for the safety of any person involved in the work, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 4.2.3. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
- 4.2.4. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect/Engineer about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor to the Architect/Engineer. Communications by and with separate contractors shall be through the Owner to the Architect/Engineer.
- 4.2.5. Based on the Architect/Engineer's evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor is fully aware that the Owner (i.e. the State of Montana) has established a billing cycle for processing payments in Article 9 of these General Conditions. The Contractor and all Subcontractors are subject to all provisions of Title 28, Chapter 2, Part 21 MCA regarding all aspects of the Work.

- 4.2.6. The Architect/Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer will have authority to require inspection or testing of the Work in accordance with the General Conditions and any applicable technical specification requirements, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 4.2.7. The Architect/Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.2.8. The Architect/Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.
- 4.2.9. The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion(s) and the date of Final Acceptance, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 4.2.10. If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more project representatives to assist in carrying out the Architect/Engineer's responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Owner's Agreement with the Architect/Engineer.
- 4.2.11. The Architect/Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect/Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect/Engineer to furnish such interpretations until 15 days after written request is made for them.
- 4.2.12. Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect/Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will render such interpretations and decisions in good faith.
- 4.2.13. The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- 4.2.14. The Architect/Engineer's or Owner's observations or inspections do not alleviate any responsibility on the part of the Contractor. The Architect/Engineer and the Owner reserves the right to observe and inspection

the work and make comment. Action or lack of action following observation or inspection is not to be construed as approval of Contractor's performance.

4.3. **CLAIMS AND DISPUTES**

4.3.1. Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extensions of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes, controversies, and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest solely with the party making the Claim.

4.3.1.1. Time Limits on Claims. Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim. The following shall apply to the initiation of a claim:

4.3.1.1.1. A written notice of a claim must be provided to the Architect/Engineer and the other party within 21 calendar days after the occurrence of the event or the claim is waived by the claiming party and void in its entirety.

4.3.1.1.2. Claims must be initiated by separate, clear, and distinct written notice within the 21 calendar day time frame to the Architect/Engineer and the other party and must contain the notarized statement in Sub-Paragraph 4.3.1.5 when the claim is made by the Contractor. Discussions in any form with the Architect/Engineer or Owner, whether at the site or not, do not constitute initiation of a claim. Notes in project meeting minutes, email correspondence, change order proposals, or any other form of documentation does not constitute initiation of a claim. The written notice must be a separate and distinct correspondence provided in hardcopy to both the Architect/Engineer and Owner and must delineate the specific event and outline the causes and reasons for the claim whether or not cost or time have been fully determined. Written remarks or notes of a generic nature are invalid in their entirety. Comments made at progress meetings, project site visits, inspections, emails, voice mails, and other such communications do not meet the requirement of providing notice of claim.

4.3.1.1.3. Physical Injury or Physical Damage. Should the Owner or Contractor suffer physical injury or physical damage to person or property because of any error, omission, or act of the other party or others for whose acts the other party is legally and contractually liable, claim will be made in writing to the other party within a reasonable time of the first observance of such physical injury or physical damage but in no case beyond 30 calendar days of the first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose. In all such cases, the indemnification provisions of the Contract shall be effectual and the Contractor's insurance shall be primary and in full effect.

4.3.1.2. All Claims must contain sufficient justification and substantiation with the written notice or they may be rejected without consideration by the Architect/Engineer or other party with no additional impact or consequence to the Contract Sum, Contract Time, or matter(s) in question in the Claim.

4.3.1.3. If additional compensation is claimed, the exact amount claimed and a breakdown of that amount into the following categories shall be provided with each and every claim:

4.3.1.3.1. Direct costs (as listed in Subparagraph 7.3.9.1 through 7.3.9.5);

4.3.1.3.2. Indirect costs (as defined in Paragraph 7.2.5); and,

4.3.1.3.3. Consequential items (i.e. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution) for the change.

4.3.1.4. If additional time is claimed the following shall be provided with each and every claim:

- 4.3.1.4.1. The specific number of days and specific dates for which the additional time is sought;
 - 4.3.1.4.2. The specific reasons, causes, and/or effects whereby the Contractor believes that additional time should be granted; and,
 - 4.3.1.4.3. The Contractor shall provide analyses, documentation, and justification of its claim for additional time in accordance with the latest Critical Path Method schedule in use at the time of event giving rise to the claim.
- 4.3.1.5. With each and every claim, the Contractor shall submit to the Architect/Engineer and Owner a notarized statement containing the following language:

"Under penalty of law (including perjury and/or false/fraudulent claims against the State), the undersigned,

_____	_____
(Name)	(Title)
Of _____	_____
(Company)	(Date)

hereby certifies, warrants, and guarantees that this claim made for Work on this Contract is a true statement of the costs, adjustments and/or time sought and is fully documented and supported under the contract between the parties.

_____	_____
(Signature)	(Date)"

4.3.2. Continuing Contract Performance.

- 4.3.2.1. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents on the portion of the Work not involved in a Claim.

4.3.3. Claims for Cost or Time for Concealed or Unknown Conditions.

- 4.3.3.1. 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 observing party shall be given to the other party promptly before conditions are disturbed.
- 4.3.3.2. The Architect/Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer 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 Architect/Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the date of the Architect/Engineer's decision.
- 4.3.3.3. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect/Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.
- 4.3.3.4. Nothing in this paragraph shall relieve the Contractor of its obligation to adequately and sufficiently investigate, research, and examine the site, the site survey, topographical

information, and the geotechnical information available whether included by reference or fully incorporated in the Contract Documents.

4.3.4. Claims for Additional Cost.

- 4.3.4.1. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.
- 4.3.4.2. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Architect/Engineer; (2) an order by the Owner to stop the Work solely for the Owner's convenience or where the Contractor was not at least partially at fault; (3) a written order for a minor change in the Work issued by the Architect/Engineer; (4) failure of payment by the Owner per the terms of the Contract; (5) termination of the Contract by the Owner; or, (6) other reasonable grounds, Claim must be filed in accordance with this Paragraph 4.3.

4.3.5. Claims for Additional Time

- 4.3.5.1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as specified in these General Conditions shall be provided along with the notarized certification. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay for the same event or cause only one Claim is necessary. However, separate and distinct written notice is required for each separate event.
- 4.3.5.2. Weather Delays:
 - 4.3.5.2.1. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction activities.
 - 4.3.5.2.2. Inclement or adverse weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Owner may grant an extension of time if an unavoidable delay occurs as a result of inclement/severe/adverse weather and such shall then be classified as a "Delay Day". Any and all delay days granted by the Owner are and shall be non-compensable in any manner or form. The Contractor shall comply with the notice requirements concerning instances of inclement/severe/adverse weather before the Owner will consider a time extension. Each day of inclement/severe/adverse weather shall be considered a separate instance or event and as such, shall be subject to the notice requirements.
 - 4.3.5.2.3. An "inclement", "severe", or "adverse" weather delay day is defined as a day on which the Contractor is prevented by weather or conditions caused by weather resulting immediately there from, which directly impact the current controlling critical-path operation or operations, and which prevent the Contractor from proceeding with at least 75% of the normal labor and equipment force engaged on such critical path operation or operations for at least 60% of the total daily time being currently spent on the controlling operation or operations.
 - 4.3.5.2.4. The Contractor shall consider normal/typical/seasonal weather days and conditions caused by normal/typical/seasonal weather days for the location of the Work in the planning and scheduling of the Work to ensure completion within the Contract Time. No time extensions will be granted for the Contractor's failure to consider and account for such weather days and conditions caused by such weather for the Contract Time in which the Work is to be accomplished.
 - 4.3.5.2.5. A "normal", "typical", or "seasonal" weather day shall be defined as weather that can be reasonably anticipated to occur at the location of the Work for each particular month involved in the Contract Time. Each month involved shall not be

considered individually as it relates to claims for additional time due to inclement/adverse/severe weather but shall consider the entire Contract Time as it compares to normal/typical/seasonal weather that is reasonably anticipated to occur. Normal/typical/seasonal weather days shall be based upon U.S. National Weather Service climatic data for the location of the Work or the nearest location where such data is available.

- 4.3.5.2.6. The Contractor is solely responsible to document, prepare and present all data and justification for claiming a weather delay day. Any and all claims for weather delay days shall be tied directly to the current critical-path operation or operations on the day of the instance or event which shall be delineated and described on the Critical-Path Schedule and shall be provided with any and all claims. The Contractor is solely responsible to indicate and document why the weather delay day(s) claimed are beyond those weather days which are reasonably anticipated to occur for the Contract Time. Incomplete or inaccurate claims, as determined by the Architect/Engineer or Owner, may be returned without consideration or comment.
- 4.3.5.3. Where the Contractor is prevented from completing any part of the Work with specified durations or phases due to delay beyond the control of both the Owner and the Contractor, an extension of the contract time or phase duration in an equal amount to the time lost due to such delay shall be the Contractor's sole and exclusive remedy for such delay.
- 4.3.5.4. Delays attributable to and/or within the control of subcontractors and suppliers are deemed to be within the control of the Contractor.
- 4.3.5.5. In no event shall the Owner be liable to the Contractor, any subcontractor, any supplier, Contractor's surety, or any other person or organization, for damages or costs arising out of or resulting from: (1) delays caused by or within the control of the Contractor which include but are not limited to labor issues or labor strikes on the Project, federal, state, or local jurisdiction enforcement actions related directly to the Contractor's Work (e.g. safety or code violations, etc.); or, (2) delays beyond the control of both parties including but not limited to fires, floods, earthquakes, abnormal weather conditions, acts of God, nationwide material shortages, actions or inaction by utility owners, emergency declarations by federal, state, or local officials enacted in the immediate vicinity of the project, or other contractors performing work for the Owner.
- 4.3.6. Claims for Consequential Damages
 - 4.3.6.1. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
 - 4.3.6.1.1. damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and,
 - 4.3.6.1.2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, income, and for loss of profit.
 - 4.3.6.2. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this waiver of consequential damages shall be deemed to preclude an award of liquidated or actual damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4. **RESOLUTION OF CLAIMS, DISPUTES, AND CONTROVERSIES**

- 4.4.1. Decision of Architect/Engineer. Claims, including those alleging an error or omission by the Architect/Engineer, shall be referred initially to the Architect/Engineer for decision. A decision by the Architect/Engineer shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date of Final Acceptance, unless 30 days have passed after the Claim has been referred to the Architect/Engineer with no decision having been rendered by the Architect/Engineer. The Architect/Engineer will not decide disputes between the

Contractor and persons or entities other than the Owner. Any Claim arising out of or related to the Contract, except those already waived in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5 shall, pending compliance with Subparagraph 4.4.5, be subject to mediation, arbitration, or the institution of legal or equitable proceedings. Claims waived in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4, and 9.10.5 are deemed settled, resolved, and completed.

- 4.4.2. The Architect/Engineer will review Claims and within ten (10) days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) approve the Claim; (4) suggest a compromise; or (5) advise the parties that the Architect/Engineer is unable to resolve the Claim if the Architect/Engineer lacks sufficient information to evaluate the merits of the Claim or if the Architect/Engineer concludes that, in the Architect/Engineer's sole discretion, it would be inappropriate for the Architect/Engineer to resolve the Claim.
- 4.4.3. If the Architect/Engineer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten (10) days after receipt of such request and shall either provide a response on the requested supporting data, advise the Architect/Engineer when the response or supporting data will be furnished, or advise the Architect/Engineer that no supporting data will be furnished. Upon either no response or receipt of the response or supporting data, the Architect/Engineer will either reject or approve the Claim in whole or in part.
- 4.4.4. The Architect/Engineer will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect/Engineer shall be final and binding on the parties but subject to mediation and arbitration.
- 4.4.5. When 30 days have passed upon submission of a Claim without decision or action by the Architect/Engineer, or the Architect/Engineer has rendered a decision or taken any of the actions identified in Subparagraph 4.4.2, a demand for arbitration of a Claim covered by such decision or action must be made within 30 days after the date of expiration of Subparagraph 4.4.1 or within 30 days of the Architect/Engineer's decision or action. Failure to demand arbitration within said 30 day period shall result in the Architect/Engineer's decision becoming final and binding upon the Owner and Contractor whenever such decision is rendered.
- 4.4.6. If the Architect/Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.
- 4.4.7. Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- 4.4.8. A Claim subject to or related to liens or bonds shall be governed by applicable law regarding notices, filing deadlines, and resolution of such Claim prior to any resolution of such Claim by the Architect/Engineer, by mediation, or by arbitration, except for claims made by the Owner against the Contractor's bonds.

4.5. **MEDIATION**

- 4.5.1. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5 shall, after initial decision by the Architect/Engineer or 30 days after submission of the Claim to the Architect/Engineer, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
- 4.5.2. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and/or those rules specified in the contract documents or separately agreed upon between the parties. Construction Industry Mediation Rule M-2 (filing with AAA)

is void. The parties shall mutually agree upon a mediator who shall then take the place of AAA in the Construction Industry Mediation Rules. The parties must mutually agree to use AAA and no filing of a request for mediation shall be made to AAA by either party until such mutual agreement has been made. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

- 4.5.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.6. **ARBITRATION**

- 4.6.1. Any controversy or Claim arising out of or related to this Contract or the breach thereof shall be settled by arbitration in accordance with the Montana Uniform Arbitration Act (MUAA). To the extent it does not conflict with the MUAA, the Construction Industry Arbitration Rules of the American Arbitration Association shall apply except as modified herein. The parties to the arbitration shall bear their own costs and expenses for participating in the arbitration. Costs of the Arbitration panel shall be borne equally between the parties except those costs awarded by the Arbitration panel (including costs for the arbitration itself).
- 4.6.2. Prior to the arbitration hearing all parties to the arbitration may conduct discovery subject to the provisions of Montana Rules of Civil Procedure. The arbitration panel may award actual damages incurred if a party fails to provide full disclosure under any discovery request. If a party claims a right of information privilege protected by law, the party must submit that claim to the arbitration panel for a ruling, before failing to provide information requested under discovery or the arbitration panel may award actual damages.
- 4.6.3. The venue for all arbitration proceedings required by this Contract shall be the seat of the county in which the work occurs or the First Judicial District, Lewis & Clack County, as determined solely by the Owner. Arbitration shall be conducted by a panel comprised of three members with one selected by the Contractor, one selected by the Owner, and one selected by mutual agreement of the Owner and the Contractor.
- 4.6.4. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5, shall, after decision or action by the Architect/Engineer or 30 days after submission of the Claim to the Architect/Engineer, be subject to arbitration provided a demand for arbitration is made within the time frame provided in Subparagraph 4.4.5. If such demand is not made with the specified time frame, the Architect/Engineer's decision or action is final. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.
- 4.6.5. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and/or those rules specified in the Contract Documents or separately agreed upon between the parties. Construction Industry Arbitration Rule R-3 (filing with AAA) is void. The parties shall mutually agree upon an arbitrator or arbitrators who shall then take the place of AAA in the Construction Industry Arbitration Rules. The parties must mutually agree to use AAA and no filing of a demand for arbitration shall be made to AAA by either party until such mutual agreement has been made. The demand for arbitration shall be filed in writing with the other party to the Contract and a copy shall be filed with the Architect/Engineer.
- 4.6.6. A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.5 and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.
- 4.6.7. Pending final resolution of a Claim including arbitration, unless otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract on Work or amounts not in dispute.

- 4.6.8. **Limitation on Consolidation or Joinder.** Arbitration arising out of or relating to the Contract may include by consolidation or joinder the Architect/Engineer, the Architect/Engineer's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect/Engineer, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Architect/Engineer, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Architect/Engineer, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 4.6.9. **Claims and Timely Assertion of Claims.** The party filing a demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- 4.6.10. **Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that the costs of the arbitrator(s)' compensation and expenses shall be borne equally. The parties further agree that the arbitrator(s) shall have authority to award to either party some or all of the costs and expenses involved, including attorney's fees.

ARTICLE 5 – SUBCONTRACTORS

5.1. DEFINITIONS

- 5.1.1. A Subcontractor is a person or entity who has a direct or indirect contract at any tier or level with the Contractor or any Subcontractor to the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.2. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract and in no instance later than (30) days after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.
- 5.2.2. The Contractor shall not contract with a proposed person or entity to which the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 5.2.3. If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- 5.2.4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitute. The Contractor shall not change or

substitute for a Subcontractor who was required to be listed on the bid without first getting the approval of the Owner.

- 5.2.5. Buy-Safe Montana Provision: Before commencement of each subcontractor's portion of the Work, the Contractor shall obtain each subcontractor's incidence rate, experience modification rate, and loss ratio. The Contractor shall endeavor--but is not required--to use subcontractors whose incidence rate is less than the latest average for non-residential building construction for Montana as established by the Federal Bureau of Labor Statistics for the prior year; whose experience modification rating (EMR) is less than 1.0; and whose loss ratio is less than 100%. Contractor shall require any of its subcontractors who, based on the safety information that the Contractor obtains, have greater-than-average incidence rate, an EMR greater than 1.0, and a loss ratio of more than 100%, to schedule and obtain a Comprehensive Safety Consultation from the Montana Department of Labor & Industry, Employment Relations Division, Safety Bureau before substantial completion of each such subcontractor's portion of the Work. For assistance in obtaining the Comprehensive Safety Consultation, visit <http://erd.dli.mt.gov/safety-health/onsite-consultation>.

5.3. **SUBCONTRACTUAL RELATIONS**

- 5.3.1. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, 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 Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- 5.3.2. Upon written request by the Owner, the Contractor shall require its subcontractors to provide to it performance and payment securities for their portion of the Work in the types and form defined in statute (18-2-201 and 18-2-203 MCA) for all sub-contractual agreements.
- 5.3.3. The Contractor shall prepare a Subcontractors' and Suppliers' chart in CSI division format acceptable to the Owner which lists by name, all contact information, job category, and responsibility the Contractor's Subcontractors (at all tiers or levels) and Suppliers with a pecuniary interest in the Project of greater than \$5,000.00. The Contractor shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a timely objection. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference but no less than 30 days after award of the Contract.
- 5.3.4. All Contractors and Subcontractors to this contract must comply with all Montana Department of Labor and Industry requirements, regulations, rules, and statutes.
- 5.3.5. In accordance with 39-51-1104 MCA, any Contractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, who contracts with any Subcontractor who also is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, shall withhold sufficient money on the contract to guarantee that all taxes, penalties, and interest are paid upon completion of the contract.

- 5.3.5.1. It is the duty of any Subcontractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, to furnish the Contractor with a certification issued by the Montana Department of Labor and Industry, prior to final payment stating that said Subcontractor is current and in full compliance with the provisions of Montana Department of Labor and Industry.
- 5.3.5.2. Failure to comply shall render the Contractor directly liable for all taxes, penalties, and interest due from the Subcontractor, and the Montana Department of Labor and Industry has all of the remedies of collection against the Contractor under the provisions of Title 39, Chapter 51 of Montana Code Annotated, as though the services in question were performed directly for the Contractor.
- 5.3.6. In compliance with state statutes (15-50-206 MCA), the Contractor will have the 1% Gross Receipts Tax withheld from all payments. Each "Public Contractor" includes all Subcontractors with contracts greater than \$80,000 each. The Contractor and all Subcontractors will withhold said 1% from payments made to all Subcontractors with contracts greater than \$80,000.00 and make it payable to the Montana Department of Revenue. The Contractor and all Subcontractors shall also submit documentation of all contracts greater than \$80,000.00 to the Montana Department of Revenue on the Department's prescribed form.
- 5.3.7. Construction Contractor Registration: All Subcontractors at any tier or level are required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. Subcontractors shall demonstrate to the Contractor that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work.

5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- 5.4.1. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:
 - 5.4.1.1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and,
 - 5.4.1.2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- 5.4.2. Upon such assignment, if the Work has been suspended for more than 30 days as a result of the Contractor's default, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such adjustment shall be at the expense of the Contractor.
- 5.4.3. The Contractor shall engage each of its subcontractors and suppliers with written contracts that preserve and protect the rights of the Owner and include the acknowledgement and agreement of each subcontractor and supplier that the Owner is a third-party beneficiary of their sub-contractual and supplier agreements. The Contractor's agreements shall require that in the event of default by the Contractor or termination of the Contractor, and upon request of the Owner, the Contractor's subcontractors and suppliers will perform services for the Owner.
- 5.4.4. Construction Contractor Registration: All Subcontractors at any tier or level are required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. Subcontractors shall demonstrate to the Contractor that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1. OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 6.1.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.
- 6.1.2. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- 6.1.4. Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2. **MUTUAL RESPONSIBILITY**

- 6.2.1. The Contractor shall afford the Owner and separate contractors reasonable opportunity' for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 6.2.3. The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.
- 6.2.4. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Paragraph 12.2.
- 6.2.5. The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

6.3. **OWNER'S RIGHT TO CLEAN UP**

- 6.3.1. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect/Engineer will determine the responsibility of those involved and allocate the cost accordingly.

ARTICLE 7 – CHANGES IN THE WORK

7.1. GENERAL

- 7.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Minor changes as ordered by the Architect/Engineer has the definition provided in Paragraph 7.4
- 7.1.2. A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer; a Construction Change Directive requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone.
- 7.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- 7.1.4. No act, omission, or course of dealing, shall alter the requirement that Change Orders or Construction Change Directives shall be in writing and signed by the Owner, and that Change Orders and Construction Change Directives are the exclusive method for effecting any adjustment to the Contract. The Contractor understands and agrees that neither the Contract Sum nor the Contract Time can be changed by implication, oral agreement, verbal directive, or unsigned Change Order.

7.2. CHANGE ORDERS

- 7.2.1. A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor and Architect/Engineer, stating their agreement upon all of the following:
 - 7.2.1.1. change in the Work;
 - 7.2.1.2. the amount of the adjustment, if any, in the Contract Sum; and,
 - 7.2.1.3. the extent of the adjustment, if any, in the Contract Time.
- 7.2.2. The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:
 - 7.2.2.1. Per the limitations of this Subparagraph, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive; or,
 - 7.2.2.2. By one of the methods in Subparagraph 7.3.4, or as determined by the Architect/Engineer per Subparagraph 7.3.9, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive.
 - 7.2.2.3. The Contractor's proposed increase or decrease in cost shall be limited to costs listed in Subparagraph 7.3.9.1 through 7.3.9.5.
- 7.2.3. The Contractor shall not submit any Change Order, response to requested cost proposals, or requested changes which are incomplete and do not contain full breakdown and supporting documentation in the following three areas:
 - 7.2.3.1. Direct costs (only those listed in Subparagraph 7.3.9.1 through 7.3.9.5 are allowable);
 - 7.2.3.2. Indirect costs (limited as a percentage on each Change Order per Paragraph 7.2.2); and

7.2.3.3. Consequential items (e.g. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution).

7.2.4. Any Change Order, responses to requested proposals, or requested changes submitted by the Contractor which, in the opinion of the Architect/Engineer, are incomplete, may be rejected and returned to the Contractor without comment. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all Change Orders, responses to requested proposals, or requested changes are complete prior to submission.

7.2.5. Overhead, applicable to all areas and sections of the Contract Documents, means "Indirect Costs" as referenced in Subparagraph 7.2.3.2. Indirect costs are inclusive of, but not limited to, the following: home office overhead; off-site supervision; home office project management; change order and/or proposal preparation, design, research, negotiation and associated travel; effects of disruption and dilution of management and supervision off-site; time delays; coordination of trades; postage and shipping; and, effective increase in guarantee and warranty durations. Indirect costs applicable to any and all changes in the work, either through Change Order or Construction Change Directive, are limited to the percentage allowance for overhead in Subparagraph 7.2.2.

7.2.6. By signature on any Change Order, the Contractor certifies that the signed Change Order is complete and includes all direct costs, indirect costs and consequential items (including additional time, if any) and is free and clear of all claims or disputes (including, but not limited to, claims for additional costs, additional time, disruptions, and/or impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning the signed change order and on all previously contracted Work and does release the Owner from such claims or demands.

7.2.7. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes which affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time, shall not result in an increase in the Contract Time.

7.2.8. Supervision means on-site, field supervision and not home office overhead, off-site management or off-site supervision.

7.2.9. Labor means those persons engaged in construction occupations as defined in Montana Prevailing Wage Rates for Building Construction or Heavy/Highway as bound in the Contract Documents and does not include design, engineering, superintendence, management, on-site field supervision, home office or other off-site management, off-site supervision, office or clerical work.

7.3. CONSTRUCTION CHANGE DIRECTIVES

7.3.1. A Construction Change Directive is a written order prepared by the Architect/Engineer directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Construction Change Directive, shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time shall not result in an increase in the Contract Time.

7.3.3. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.

7.3.4. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 7.3.4.1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 7.3.4.2. unit prices stated in the Contract Documents or subsequently agreed upon;
- 7.3.4.3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;
- 7.3.4.4. By actual cost as shown by the Contractor's and Subcontractor's itemized invoices; or
- 7.3.4.5. as provided in Subparagraph 7.3.9.
- 7.3.5. Costs shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits under collective bargaining agreements; workers' compensation insurance; bond premiums; and rental value of power tools and equipment.
- 7.3.6. Overhead and profit allowances shall be limited on all Construction Change Directives to those identified in 7.2.2.
- 7.3.7. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.8. A Construction Change Directive signed by the 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.
- 7.3.9. If the Contractor does not respond or disagrees with the method for adjustment in the Contract Sum in writing within seven (7) calendar days, the method and the adjustment made shall be determined by the Architect/Engineer on the basis of reasonable expenditures and/or savings of those performing the Work directly attributable to the change including, in the case of an increase in the Contract Sum, plus an allowance for overhead and profit as listed under Subparagraph 7.2.2. In such case, and also under Clause 7.3.4.3, the Contractor shall keep and present, in such form as the Architect/Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.9 shall be limited to the following:
 - 7.3.9.1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance as determined by the Prevailing Wage Schedules referenced in the Contract Documents;
 - 7.3.9.2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - 7.3.9.3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - 7.3.9.4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - 7.3.9.5. additional costs of field supervision and field office personnel directly attributable to the change.
- 7.3.10. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect/Engineer plus markups in subparagraph 7.2.2. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net change, if any, with respect to that change.

- 7.3.11. Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect/Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.
- 7.3.12. When the Owner and Contractor agree with the determination made by the Architect/Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4. **MINOR CHANGES IN THE WORK**

- 7.4.1. The Architect/Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 – TIME

8.1. **DEFINITIONS**

- 8.1.1. Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day shall be determined as the day following the current day of any event or notice starting a specified duration.
- 8.1.2. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.3. The date of commencement of the Work is the date established in the ARTICLE 2 OF THE CONTRACT AS ISSUED BY THE OWNER.
- 8.1.4. The date the Contractor reaches Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.8.
- 8.1.5. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- 8.1.6. Liquidated Damages. The Owner may suffer loss if the project is not substantially complete on the date set forth in the contract documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete: **As indicated in the instructions to bidders.**
- 8.1.7. The Contractor shall not be charged liquidated or actual damages when delay in completion of the Work is due to:
- 8.1.7.1. Any preference, priority or allocation order issued by the government;
- 8.1.7.2. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. All such occurrences resulting in delay must be documented and approved by Change Order; or,
- 8.1.7.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in 8.1.7.1 and 8.1.7.2 of this article.

- 8.1.8. The Contractor is completely obligated and responsible to provide written notice of each day of delay as provided for in Paragraph 4.3.
- 8.1.9. Contract Time. All work shall reach Substantial Completion within: Dates provided in Instructions to bidders and Invitation to bid documents. The Owner will issue a Contract for Construction with the specified dates of commencement and completion.

8.2. PROGRESS AND COMPLETION

- 8.2.1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 8.2.2. 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 date in the Contract and in no case prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- 8.2.3. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 8.2.4. If the Contractor falls behind the latest construction schedule by more than 14 calendar days through its own actions or inaction, neglect, inexperience, lack of oversight and management of the Work including that of any Subcontractors, written notice to the Owner and Architect/Engineer shall be provided within three (3) days with explanation of how the Contractor intends to get back on schedule. Response to getting back on schedule consists of providing a sufficient number of qualified workers and/or proper materials or an acceptably reorganized schedule to regain the lost time in a manner acceptable to the Owner.

8.3. DELAYS AND EXTENSIONS OF TIME

- 8.3.1. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer may determine.
- 8.3.2. Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.
- 8.3.3. This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

PAYMENTS AND COMPLETION

9.1. CONTRACT SUM

- 9.1.1. The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2. SCHEDULE OF VALUES

- 9.2.1. Before the first Application for Payment, the Contractor shall submit to the Architect/Engineer 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 Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3. APPLICATIONS FOR PAYMENT

- 9.3.1. The Contractor shall submit to the Architect/Engineer an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be signed and supported by such data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.
- 9.3.2. NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the accrual of interest.
- 9.3.3. As provided in Subparagraph 7.3.11, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect/Engineer, but not yet included in Change Orders.
- 9.3.4. Applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- 9.3.5. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 9.3.6. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- 9.3.7. Until the work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments.
- 9.3.7.1. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work, for anticipated repairs, warranties or completion of the Work by the Contractor or through the letting of other contracts. The Contractor will not be entitled to additional costs, expenses, fees, time, and such like, in the event the Owner increases the amount held as retainage due to non-compliance and/or non-performance with all or any part, piece, or portion of the Contract Documents.
- 9.3.7.2. Prior to the first application for payment, the Contractor shall submit the following information on the appropriate forms:
- 9.3.7.2.1. Schedule of Amounts for Contract Payment (Form 100): This form shall contain a breakdown of the labor, material and other costs associated with the various portions of the work and shall be the basis for the progress payments to the Contractor. The use of electronic method shall be in the Owner's format.
- 9.3.7.2.2. Project/Progress Schedule: If no Schedule (or revised Schedule) is provided with each and every Periodic Estimates for Partial Payment, the Architect/Engineer and/or Owner may return the pay request, or hold it, and may choose not pay for any portion of the Work until the appropriate Schedule, indicating all changes, revisions and updates, is provided. No claim for additional costs or interests will

be made by the Contractor or any subcontractor on account of holding or non-payment of the Periodic Estimate for Partial Payment request.

9.3.7.3. Progress Payments

- 9.3.7.3.1. Periodic Estimates for Partial Payment shall be on a form provided by the Owner (Form 101) and submitted to the Architect/Engineer for payment by the Owner. Payment shall be requested for the labor and material incorporated in the work to date and for materials suitably stored, less the aggregate of previous payments, the retainage, and the 1% gross receipts tax.
- 9.3.7.3.2. The Contractor, by submission of any partial pay request, certifies that every request for partial payment is correct, true and just in all respects and that payment or credit had not previously been received. The Contractor further warrants and certifies, by submission of any partial pay request, that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the Contractor, subcontractors, material suppliers or other persons or entities and does release the Owner from such.
- 9.3.7.3.3. Progress payments do not constitute official acceptance of any portion of the work or materials whether stored on or off-site.
- 9.3.7.3.4. In compliance with 15-50-206 MCA, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due. Each subcontractor who performs work greater than \$80,000 shall have 1% of its gross receipts withheld by the Contractor. The Contractor shall notify the Department of Revenue on the department's prescribed forms.

9.3.7.4. The Contractor may submit obligations/securities in a form specified in 18-1-301 Montana Code Annotated (MCA) to be held by a Financial Institution in lieu of retainage by the Owner. The Owner will establish the amount that would otherwise be held as retainage. Should the Contractor choose to submit obligations/securities in lieu of retainage, the Owner will require the Financial Institution to execute the Owner's "Account Agreement for Deposit of Obligations Other Than Retainage" (Form 120) prior to submission of any obligations/securities in accordance with 18-1-302 MCA. The Contractor must extend the opportunity to participate in all obligations/securities in lieu of retainage on a pro rata basis to all subcontractors involved in the project and shall be solely responsible for the management and administration of same. The Owner assumes no liability or responsibility from or to the Contractor or Subcontractors regarding the latter's participation.

9.3.7.5. The Contractor shall maintain a monthly billing cycle.

9.4. **CERTIFICATES FOR PAYMENT**

- 9.4.1. The Architect/Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. For the purposes of this paragraph regarding certification of payment, electronic mail and/or notes provided through the use of an electronic approval system shall constitute written notice.
- 9.4.2. The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect/Engineer has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

(2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or, (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5. **DECISIONS TO WITHHOLD CERTIFICATION**

9.5.1. The Architect/Engineer may withhold or reject a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect/Engineer's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect/Engineer is unable to certify payment in the amount of the Application, the Architect/Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect/Engineer cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make such representations to the Owner. The Architect/Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect/Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.4, because of:

9.5.1.1. defective Work not remedied;

9.5.1.2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

9.5.1.3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

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

9.5.1.5. damage to the Owner or another contractor;

9.5.1.6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or,

9.5.1.7. persistent failure to carry out the Work in accordance with the Contract Documents.

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

9.5.3. Owner's Right to Refuse Payment: The Architect/Engineer's approval, or partial approval, of the Contractor's request for payment shall not preclude or prevent the Owner from exercising any of its remedies under this Contract. The Owner shall have right to refuse to make payment(s) to the Contractor due to:

9.5.3.1. the Contractor's failure to perform the Work in compliance with the Contract Documents;

9.5.3.2. the Contractor's failure to correct any defective or damaged Work;

9.5.3.3. the Contractor's failure to accurately represent the Work performed in the pay request;

9.5.3.4. the Contractor's performance of its Work at a rate or in a manner that, in the Owner's opinion, is likely to result in the Work, or any portion thereof, to be delayed;

9.5.3.5. the Contractor's failure to use funds previously paid to it by the Owner to pay for the Contractor's Work-related obligations including, but not limited to, subcontractors and suppliers on this Project;

9.5.3.6. claims made, or anticipated by the Owner to be made, against the Owner or its property;

- 9.5.3.7. inclusion in the pay request of any amounts in dispute or part of a claim;
- 9.5.3.8. Damage or loss caused by the Contractor, including its subcontractors and suppliers; or,
- 9.5.3.9. The Contractor's failure or refusal to perform its obligations to the Owner.

9.6. **PROGRESS PAYMENTS**

- 9.6.1. After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents or the Owner may take any action the Owner deems necessary under Subparagraph 9.5.3.
- 9.6.2. The Contractor shall promptly pay each Subcontractor in accordance with Title 28, Chapter 2, Part 21, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- 9.6.3. The Contractor is prohibited from holding higher amounts in retainage on any Subcontractor than the Owner is holding from the Contractor.
- 9.6.4. The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect/Engineer and Owner on account of portions of the Work done by such Subcontractor.
- 9.6.5. Neither the Owner nor Architect/Engineer shall have an obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- 9.6.6. Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3, 9.6.4, and 9.6.5.
- 9.6.7. A Certificate for Payment, 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.
- 9.6.8. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7. **FAILURE OF PAYMENT**

- 9.7.1. If the Owner does not approve payment to the Contractor within thirty-five (35) calendar days after the receipt of a certified Application for Payment, then the Contractor may, upon seven additional days' written notice to the Owner and Architect/Engineer, suspend the Work until payment of the amount owing has been received. Nothing in the Subparagraph shall limit the Owner's rights and options as provided in Subparagraph 9.5.3. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8. **SUBSTANTIAL COMPLETION**

- 9.8.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

- 9.8.2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3. Upon receipt of the Contractor's list, the Architect/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect/Engineer's Inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect/Engineer. In such case, the Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion.
- 9.8.4. The Contractor shall ensure the project is substantially complete prior to requesting any inspection by the Architect/Engineer so that no more than one (1) inspection is necessary to determine Substantial Completion for all or any portion of the Work. If the Contractor does not perform adequate inspections to develop a comprehensive list as required in Subparagraph 9.8.2 and does not complete or correct such items upon discovery or notification, the Contractor shall be responsible and pay for the costs of the Architect/Engineer's additional inspections to determine Substantial Completion.
- 9.8.5. When the Work or designated portion thereof is substantially complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. After issuance of the Certificate of Substantial Completion, the Contractor shall finish and complete all remaining items within thirty (30) calendar days of the date on the Certificate. The Architect/Engineer shall identify and fix the time for completion of specific items which may be excluded from the thirty (30) calendar day time limit. Failure to complete any items within the specified time frames may be deemed by the Owner as default of the contract on the part of the Contractor.
- 9.8.6. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety if there are claims or past payment issues, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9. PARTIAL OCCUPANCY OR USE

- 9.9.1. 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, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. 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, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect/Engineer as provided under Subparagraph 9.8.2. 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 written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect/Engineer.
- 9.9.2. Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect/Engineer 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.

- 9.9.3. 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.

9.10. FINAL COMPLETION AND FINAL PAYMENT

- 9.10.1. 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 Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect/Engineer will approve the Contractor's final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect/Engineer's signature on the Contractor's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- 9.10.2. Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect/Engineer:
- 9.10.2.1. completed Contractor's Affidavit of Completion, Payment of Debts and Claims, and Release of Liens (Form 106) that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
 - 9.10.2.2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
 - 9.10.2.3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
 - 9.10.2.4. Consent of Surety Company to Final Payment (Form 103); and,
 - 9.10.2.5. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.
- 9.10.3. The Contractor and his surety accepts and assumes responsibility, liability, and costs for and agrees to defend and hold harmless the Owner for and against any and all actions as a result of the Owner making final payment.
- 9.10.4. By submitting any Application for Payment to the Architect/Engineer the Contractor and his surety certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the Contractor and all Subcontractors and used in the execution of the Contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, suppliers, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the Contractor under the contract.
- 9.10.5. In consideration of the prior payments and the final payment made and all payments made for authorized changes, the Contractor releases and forever discharges the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to the contract and authorized changes.
- 9.10.6. The date of Final Payment by the Owner shall constitute Final Acceptance of the Work. The determining date for the expiration of the warranty period shall be as specified in Paragraphs 3.5 and 12.2.2.

- 9.10.7. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect/Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.10.8. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
- 9.10.8.1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - 9.10.8.2. failure of the Work to comply with the requirements of the Contract Documents; or,
 - 9.10.8.3. terms of special warranties required by the Contract Documents.
- 9.10.9. Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of any and all obligations, liens, claims, security interests, encumbrances and/or liabilities against the Owner except those previously made in writing per the requirements of Paragraph 4.3 and as yet unsettled at the time of submission of the final Application for Payment.
- 9.10.10. The Owner's issuance of Final Payment does not constitute a waiver or release of any kind regarding any past, current, or future claim the Owner may have against the Contractor and/or the surety.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1. SAFETY

- 10.1.1. **Importance of Safety.** The Contractor and all Subcontractors (at any tier or level) recognize that safety is paramount at all times. The Contractor shall perform the work in a safe manner with the highest regard for safety of its employees and all other individuals and property at the work site. Contractor shall maintain its tools, equipment, and vehicles in a safe operating condition and take all other actions necessary to provide a safe working environment for performance of work required under this Contract. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including all site safety, safety precautions, safety programs, and safety compliance with OSHA and all other governing bodies.
- 10.1.2. **Particular Safeguards.** (a). The Contractor shall erect and maintain, as required by Paragraphs 10.1.1 and 10.1.3, safeguards for safety and protection, including posting danger signs and other warnings against hazards, installing suitable barriers and lighting, promulgating safety regulations, and providing notification to all parties who may be impacted by the Contractor's operations. (b) When use or storage of explosives or other Hazardous Materials/Substances (defined below) or equipment are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. (c) The Contractor shall not encumber or load or permit any part of the construction site to be encumbered or loaded so as to endanger the safety of any person(s).
- 10.1.3. **Compliance with Safety Laws.** Contractor represents and warrants to Owner that it knows and understands all federal, state and local safety statutes, rules, and regulations (Laws) related to the work under this Contract. Contractor shall comply with these Laws. Contractor shall keep all material data safety sheets on site and available at all times.
- 10.1.4. **Remedy property damage.** The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor of any tier or level, or anyone employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

- 10.1.5. **Designation of Safety Representative.** Unless the Contractor designates, in writing to the Owner and the Architect/Engineer, another responsible member of the Contractor's organization as the Safety Representative, the Contractor's superintendent is the Safety Representative. The Safety Representative is defined as that member of the Contractor's organization responsible for all safety under this Contract.
- 10.1.6. **Release/Indemnity of Owner and Architect/Engineer.** The Contractor agrees that the Owner and Architect/Engineer are not responsible for safety at the work site and releases them from all obligations and liability regarding safety at the work site. The Contractor shall indemnify and defend the Owner and the Architect/Engineer against and from all claims, liabilities, fines, penalties, orders, causes of action, judgments, losses, costs and expenses (including but not limited to court costs and reasonable attorney fees), arising from injuries and death to any persons and damage to real and personal property arising from, in connection with, or incidental to Contractor's safety responsibilities under this Contract.

10.2. **HAZARDOUS MATERIALS/SUBSTANCES**

- 10.2.1. "Hazardous Materials/Substances" means any substance: (a) the presence of which requires investigation, or remediation under any federal, state or local statute, rule, regulation, ordinance, order, policy or common law; (b) that is or becomes defined as "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local statute, rule, regulation, or ordinance or amendments thereto; (c) that is toxic, explosive, corrosive flammable, or otherwise hazardous and is or becomes regulated by any government authority, agency, board, commission or instrumentality of the United States, the state of Montana or any political subdivision thereof; (d) gasoline, diesel fuel or other petroleum hydrocarbons; (e) containing contains polychlorinated biphenyls (PCBs) or asbestos; or (f) the presence of which causes or threatens to cause a nuisance or trespass on the work site or adjacent property.
- 10.2.2. The Contractor is solely responsible for all compliance with all regulations, requirements, and procedures governing Hazardous Materials/Substances at the Work Site or that Contractor brings on the site. The Contractor is solely responsible for remediation, costs, damages, loss, and/or expenses for all Hazardous Materials/Substances brought to the site. The Contractor shall not and is strictly prohibited from purchasing and/or installing any asbestos-containing materials or products as part of the Work. Should the Contractor do so, the Contractor shall be solely responsible for the immediate remediation and all costs, damages, loss, and/or expenses per Paragraphs 10.1.6, 10.2.2, 10.2.3, and 10.2.4.
- 10.2.3. If the Contractor encounters Hazardous Materials/Substances during the course of the Work, whether or not identified in the Contract Documents, Work, the Contractor agrees that:
- 10.2.3.1. Encountering any Hazardous Materials/Substances during performance of the Work does not necessarily mean a change in conditions has occurred, nor is it evidence that the Contractor is due additional Contract Time or an increase in the Contract Sum. If encountering Hazardous Materials/Substances is determined to be a change in conditions to the Contract Documents, Paragraph 4.3 and Article 7 apply in determining any additional compensation or extension of time claimed by the Contractor.
- 10.2.3.2. The Contractor is solely responsible for securing the Work in accordance with this Article 10 involving any Hazardous Materials/Substances against unlawful, unregulated, or improper intrusion, disturbance, or removal. The Contractor shall implement protections and take protective actions throughout the performance of the Work to prevent exposure to workers, occupants, and contamination of the site or area.
- 10.2.3.3. If the Contractor is unable to or fails to properly secure the Work against unlawful, unregulated, or improper intrusion, disturbance, or removal of Hazardous Materials/Substances, the Contractor shall immediately implement protections and take protective actions, up to and including stopping Work in the area or on the item affected, to prevent exposure to workers, occupants, and contamination of the site or area. The Contractor shall immediately notify the Owner and Architect in writing giving details of the failure and the corrective actions taken. If the condition is an emergency and notice cannot be provided in writing, then Contractor shall orally and immediately notify the Owner and Architect/Engineer of the condition followed by a full written explanation. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.2.3.4. If the Contractor notifies the Owner and takes precautions in accordance with this Article 10 upon encountering materials/substances suspected of containing asbestos or polychlorinated biphenyls that are unidentified in the Contract Documents, the Owner shall verify if the unidentified material or substance contains asbestos or polychlorinated biphenyls and shall arrange for the removal or other measures as necessary to allow the Contractor to proceed with the Work. The Contract Time may be extended as appropriate if the Work affected is on the critical path and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs as provided in Article 7. Should the Contractor fail to notify the Owner upon encountering asbestos, polychlorinated biphenyls, or materials/substances suspected of containing asbestos or polychlorinated biphenyls, that are unidentified in the Contract Documents, the Contractor is solely responsible for all mitigation in accordance with Paragraphs 10.1.6, 10.2.2, 10.2.3, and 10.2.4.

10.2.4. The Contractor shall indemnify, hold harmless, and defend the Owner from and against all claims, liabilities, fines, penalties, orders, causes of action, judgments, losses, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, arising from, in connection with, or incidental to the Contractor's handling, disposal, encountering, or release of Hazardous Materials/Substances.

10.3. **UTILITIES**

10.3.1. Underground Utilities: Buried utilities, including, but not limited to, electricity, gas, steam, air, water, telephone, sewer, irrigation, broadband coaxial computer cable, and fiber optic cables are very vulnerable and damage could result in loss of service. The telephone, broadband and fiber optic cables are especially sensitive and the slightest damage to these components will result in disruption of the operations of the campus.

10.3.2. "One Call" must be notified by phone and in writing at least 72 hours (3 business days) prior to digging to arrange and assist in the location of buried utilities in the field. (Dial 811). The Contractor shall mark the boundary of the work area. The boundary area shall be indicated with white paint and white flags. In winter, pink paint and flags will be accepted.

10.3.3. After buried utilities have been located, the Contractor shall be responsible for any utilities damaged while digging. Such responsibility shall include all necessary care including hand digging. Contractor's responsibility shall also include maintaining markings after initial locate. The area for such responsibility, unless otherwise indicated, shall extend 24 inches to either side of the marked center line of a buried utility line.

10.3.4. The Contractor's responsibility shall include repair or replacement of damaged utilities. The Contractor will also be responsible for all costs associated with reterminations and recertification.

10.3.5. Any buried utilities exposed by the operations of the Contractor shall be marked on the plans and adequately protected by the Contractor. If any buried utilities not located are exposed, the Contractor shall immediately contact the Owner and the Architect/Engineer. If, after exposing an unlocated buried utility, the Contractor continues digging without notifying Owner and Architect/Engineer and further damages the utility, the Contractor will be fully and solely responsible.

10.3.6. Damage to irrigation systems during seasons of no irrigation that are not immediately and adequately repaired and tested will require the Contractor to return when the system is in service to complete the repair.

10.3.7. In the event of a planned interruption of any existing utility service, the Contractor shall make arrangements with Owner at least 72 hours (3 business days) in advance. Shutdowns of the broadband or fiber optic cables will normally require 5 working days' notice to the Owner. The Contractor shall bear all costs associated with the interruptions and restorations of service.

ARTICLE 11 - INSURANCE AND BONDS

11.1. **CONTRACTOR'S LIABILITY INSURANCE**

- 11.1.1. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Montana with a rating no less than "A-", such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 11.1.1.1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - 11.1.1.2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 11.1.1.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 11.1.1.4. claims for damages insured by usual personal injury liability coverage;
 - 11.1.1.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 - 11.1.1.6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 11.1.1.7. claims for bodily injury or property damage arising out of completed operations; and,
 - 11.1.1.8. claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- 11.1.2. The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until termination of any coverage required to be maintained after final payment.
- 11.1.3. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies except Workers Compensation required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner. The Workers Compensation policy will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner by the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- 11.1.4. At the request of the Owner, the Contractor shall provide copies of all insurance policies to the Owner.

11.2. **INSURANCE, GENERAL REQUIREMENTS**

- 11.2.1. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Work by the Contractor, its agents, employees, representatives, assigns, or subcontractors. The Contractor is responsible for all deductibles regardless of policy or level of coverage. The Owner reserves the right to demand, and the Contractor agrees to provide, copies of any and all policies at any time.

- 11.2.2. Hold Harmless and Indemnification: The Contractor shall protect, defend, and save the state, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments whatsoever (including the cost of defense and reasonable attorney fees): 1) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage; or, 2) arising out of or resulting from performance or failure to perform, or omissions of services, or in any way results from the negligent acts or omissions of the Contractor, its agents, agents, or subcontractors.
- 11.2.3. Contractor's Insurance: insurance required under all sections herein shall be in effect for the duration of the contract that extends through the warranty period. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the state of Montana. No Contractor or Sub-contractor shall commence any Work under this contract until all required insurance has been obtained. During the term of this contract, the Contractor shall, not less than thirty days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force with the exception of Workers Compensation and will not be canceled, limited or restricted without thirty days' written notice by certified mail to the contractor and the Owner. The Workers Compensation policy will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner by the Contractor. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Additionally, all certificates shall include the project name and A/E project number.
- 11.2.4. Certificates of Insurance and Endorsements. All certificates of insurance and the additional insured endorsements are to be received by the state prior to issuance of the Contract for Construction. The contractor is responsible to ensure that all policies and coverages contain the necessary endorsements for the State being listed as an additional insured. The state reserves the right to require complete copies of all insurance policies at any time to verify coverage. The contractor shall notify the state within 30 days of any material change in coverage.

11.3. **WORKERS' COMPENSATION INSURANCE**

- 11.3.1. The Contractor shall carry **Workers' Compensation Insurance**. Such Workers' Compensation Insurance shall protect the Contractor from claims made by his own employees, the employees of any Sub-contractor, and also claims made by anyone directly or indirectly employed by the Contractor or Sub-contractor. The Contractor shall require each Sub-contractor similarly to provide Workers' Compensation Insurance.

11.4. **COMMERCIAL GENERAL LIABILITY INSURANCE**

- 11.4.1. Each Contractor shall carry per occurrence coverage **Commercial General Liability Insurance** including coverage for premises; operations; independent contractor's protective; products and completed operations; products and materials stored off-site; broad form property damage and comprehensive automobile liability insurance with not less than the following limits of liability:

11.4.1.1. **\$1,000,000 per occurrence; aggregate limit of \$2,000,000;**

- 11.4.2. The **Commercial General and Automobile Liability Insurance** shall provide coverage for both bodily injury, including accidental death, sickness, disease, occupational sickness or disease, personal injury liability coverage and property damage which may arise out of the work under this contract, or operations incidental thereto, whether such work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or by Sub-contractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain the liability insurance required herein for a period of not less than one year after final payment or anytime the Contractor goes on to the location of the project.

- 11.4.3. The Contractor's liability insurance policies shall list the STATE OF MONTANA as an additional insured. **AN ADDITIONAL INSURED ENDORSEMENT DOCUMENT SHALL BE SUBMITTED WITH THE CERTIFICATES OF INSURANCE.** The STATE OF MONTANA includes its officers, elected and appointed officials, employees and volunteers and political subdivisions thereof. Should the Contractor not be able to list the state as an additional insured, the Contractor shall purchase a per occurrence Owner's/Contractor's Protective Policy (OCP) with the STATE OF MONTANA as the insured party in the same occurrence and aggregate limits as that indicated above for the Contractor's Commercial General Liability Policy.
- 11.4.4. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.
- 11.4.5. The Contractor's insurance coverage shall be PRIMARY insurance as respects the State, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the state, its officers, elected and appointed officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it. NO WAIVERS OF SUBROGATION OR ENDORSEMENTS LIMITING, TRANSFERRING, OR OTHERWISE INDEMNIFYING LIABLE OR RESPONSIBLE PARTIES OF THE CONTRACTOR OR ANY SUBCONTRACTOR WILL BE ACCEPTED.

11.5. **PROPERTY INSURANCE (ALL RISK)**

- 11.5.1. New Construction (for projects involving new construction): At its sole cost and expense, the contractor shall keep the building and all other improvements on the premises insured throughout the term of the agreement against the following hazards:
- 11.5.1.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map, [NEHRP.pdf \(mt.gov\)](http://nehrp.mt.gov).pdf in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.
- 11.5.1.2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.
- 11.5.1.3. Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.
- 11.5.2. Building Renovation (for projects involving building renovation or remodeling):
- 11.5.2.1. The contractor shall purchase and maintain Builder's Risk/Installation insurance on a "special causes of loss" form (so called "all risk") for the cost of the work and any subsequent modifications and change orders. The contractor is not responsible for insuring the existing structure for Builder's Risk/Installation insurance.
- 11.5.2.2. At its sole cost and expense, the contractor shall insure all property construction on the premises throughout the term of the agreement against the following hazards:
- 11.5.2.2.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map at <http://rmtd.mt.gov/Portal/62/aboutus/publications/files/NEHRP.pdf> in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.
- 11.5.2.2.2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

- 11.5.2.2.3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

11.6. ASBESTOS ABATEMENT INSURANCE

- 11.6.1. If Asbestos Abatement is identified as part of the Work under this contract, the Contractor or any subcontractor involved in asbestos abatement shall purchase and maintain **Asbestos Liability Insurance** for coverage of bodily injury, sickness, disease, death, damages, claims, errors or omissions regarding the asbestos portion of the work in addition to the CGL Insurance by reason of any negligence in part or in whole, error or omission committed or alleged to have been committed by the Contractor or anyone for whom the Contractor is legally liable.
- 11.6.2. Such insurance shall be in "per occurrence" form and shall clearly state on the certificate that asbestos work is included in the following limits:
- 11.6.2.1. **\$1,000,000 per occurrence; aggregate limit of \$2,000,000.**
- 11.6.3. Asbestos Liability Insurance as carried by the asbestos abatement subcontractor in these limits in lieu of the Contractor's coverage is acceptable provided the Contractor and the State of Montana are named as additional insureds and that the abatement subcontractor's insurance is PRIMARY as respects both the Owner and the Contractor. If the Contractor or any other subcontractor encounters asbestos, all operations shall be suspended until abatement with the associated air monitoring clearances are accomplished. The certificate of coverage shall be provided by the asbestos abatement subcontractor to both the Contractor and the Owner.

11.7. PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND (BOTH ARE REQUIRED ON PROJECTS EXCEEDING \$150,000.00 IN VALUE)

- 11.7.1. The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201 MCA). The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201MCA). The bonds shall be executed on forms furnished by the Owner and no other forms or endorsements will be acceptable. The bonds shall be signed in compliance with state statutes (33-17-1111 MCA). Bonds shall be secured from a state licensed bonding company. Power of Attorney is required with each bond. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney:
- 11.7.1.1. one original copy shall be furnished with each set of bonds.
- 11.7.1.2. Others furnished with a set of bonds may be copies of that original.
- 11.7.2. The Owner reserves the right at any time during the performance of Work to require bonding of Subcontractors provided by the General Contractor. Should this occur, the Owner will cover the direct cost. This shall not be construed as to in any way affect the relationship between the General Contractor and his Subcontractors.
- 11.7.3. Surety must have an endorsement stating that their guarantee of Contractor's performance automatically covers the additional contract time added to a Contractor's contract by Change Order.
- 11.7.4. A change in the Contractor's organization shall not constitute grounds for Surety to claim a discharge of their liability and requires an endorsement from Surety so stating.
- 11.7.5. Except as noted below, the Contractor is required to notify Surety of any increase in the contract amount resulting from a Change Order within 48 hours of signing and submitting a Change Order and shall submit a copy of Surety's written acknowledgment and consent to Owner before a Change Order can be approved. The Surety's written acknowledgment and consent on the Change Order form shall also satisfy this consent requirement.

- 11.7.5.1. Surety consent shall not be required on Change Order(s) which, in the aggregate total amount of all Changes Orders, increase the original contract amount by less than 10%. However, the Contractor is still required to notify Surety of any increase in contract amount resulting from a Change Order(s) within 48 hours of signing and submitting every Change Order.
- 11.7.5.2. Surety is fully obligated to the Owner for the full contract amount, inclusive of all Change Orders, regardless of whether or not written acknowledgement and consent is received and regardless of whether or not the aggregate total of all Change Orders is more or less than 10% of the original contract amount.
- 11.7.5.3. A fax with hard copy to follow of Surety's written acknowledgment and consent is acceptable. If hard copy is not received by Owner before Application for Payment on any portion or all of said Change Order, it will not be accepted by Owner for payment.
- 11.7.6. The Surety must take action within 30 days of notice of default on the part of the Contractor or of any claim on bonds made by the Owner or any Subcontractor or supplier.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1. UNCOVERING OF WORK

- 12.1.1. If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's examination 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/Engineer has not specifically requested to examine prior to it being covered, the Architect/Engineer 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 at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2. CORRECTION OF WORK

12.2.1. BEFORE OR AFTER SUBSTANTIAL COMPLETION

- 12.2.1.1. The Contractor shall promptly correct Work that fails to conform to the requirements of the Contract Documents or that is rejected by the Architect/Engineer, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense. The Contractor is responsible to discover and correct all defective work and shall not rely upon the Architect/Engineer's or Owner's observations.
- 12.2.1.2. Rejection and Correction of Work in Progress. During the course of the Work, the Contractor shall inspect and promptly reject any Work that:
 - 12.2.1.2.1. does not conform to the Construction Documents; or,
 - 12.2.1.2.2. does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities, and agencies having jurisdiction over the Project.
- 12.2.1.3. The Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work, including additional testing, inspections, and compensation for all services and expenses necessitated by such corrective action.

12.2.2. AFTER SUBSTANTIAL COMPLETION AND AFTER FINAL ACCEPTANCE

12.2.2.1. In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Final Acceptance 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 to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect/Engineer, the Owner may correct it in accordance with Paragraph 2.3.

12.2.2.1.1. The Contractor shall remedy any and all deficiencies due to faulty materials or workmanship and pay for any damage to other work resulting there from, which shall appear within the period of Substantial Completion through one (1) year from the date of Final Acceptance in accordance with the terms and conditions of the Contract and with any special guarantees or warranties provided in the Contract Documents. The Owner shall give notice of observed deficiencies with reasonable promptness. All questions, claims or disputes arising under this Article shall be decided by the Architect/Engineer. All manufacturer, product and supplier warranties are in addition to this Contractor warranty.

12.2.2.1.2. The Contractor shall respond within seven (7) days after notice of observed deficiencies has been given and he shall proceed to immediately remedy these deficiencies.

12.2.2.1.3. Should the Contractor fail to respond to the notice or not remedy those deficiencies; the Owner shall have this work corrected at the expense of the Contractor.

12.2.2.1.4. Latent defects shall be in addition to those identified above and shall be the responsibility of the Contractor per the statute of limitations for a written contract (27-2-208 MCA) starting from the date of Final Acceptance.

12.2.2.2. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

12.2.2.3. The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

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

12.2.5. Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct 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 other than specifically to correct the Work.

12.3. ACCEPTANCE OF NONCONFORMING WORK

- 12.3.1. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

- 13.1.1. The Contract shall be governed by the laws of the State of Montana and venue for all legal proceedings shall be the First Judicial District, Lewis & Clark County.

13.2. SUCCESSORS AND ASSIGNS

- 13.2.1. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempt to make such assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3. WRITTEN NOTICE

- 13.3.1. Written notice shall 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 officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4. RIGHTS AND REMEDIES

- 13.4.1. 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.
- 13.4.2. No action or failure to act by the Owner, Architect/Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5. TESTS AND INSPECTIONS

- 13.5.1. Quality Control (i.e. ensuring compliance with the Contract Documents) and Quality Assurance (i.e. confirming compliance with the Contract Documents) are the responsibility of the Contractor. Testing, observations, and/or inspections performed or provided by the Owner are solely for the Owner's own purposes and are for the benefit of the Owner. The Owner is not liable or responsible in any form or fashion to the Contractor regarding quality control or assurance or extent of such assurances. The Contractor shall not, under any circumstances, rely upon the Owner's testing or inspections as a substitute or in lieu of its own Quality Control or Assurance programs.
- 13.5.2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction 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, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.
- 13.5.3. If the Architect/Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.2, the Architect/Engineer will, upon written authorization from the Owner, instruct the Contractor to make

arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.4 shall be at the Owner's expense.

- 13.5.4. If such procedures for testing, inspection or approval under Subparagraphs 13.5.2 and 13.5.3 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect/Engineer's services and expenses shall be at the Contractor's expense.
- 13.5.5. 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 Architect/Engineer.
- 13.5.6. If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing.
- 13.5.7. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6. **INTEREST**

- 13.6.1. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7. **COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

- 13.7.1. As between the Owner and Contractor:

- 13.7.1.1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- 13.7.1.2. **Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and,
- 13.7.1.3. **After Final Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8. **PAYROLL AND BASIC RECORDS**

- 13.8.1. Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three years after the date of the Owner's Final Acceptance of the Project.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1. **TERMINATION BY THE CONTRACTOR**

- 14.1.1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
- 14.1.1.1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; or,
- 14.1.1.2. an act of government, such as a declaration of national emergency which requires all Work to be stopped.
- 14.1.2. The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- 14.1.3. If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect/Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit but not damages.
- 14.1.4. If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect/Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

14.2. TERMINATION BY THE OWNER FOR CAUSE

- 14.2.1. The Owner may terminate the Contract if the Contractor:
- 14.2.1.1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 14.2.1.2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 14.2.1.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
- 14.2.1.4. otherwise is guilty of any breach of a provision of the Contract Documents.
- 14.2.2. When any of the above reasons exist, the Owner, upon certification by the Architect/Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- 14.2.2.1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 14.2.2.2. accept assignment of subcontracts pursuant to Paragraph 5.4; and,
- 14.2.2.3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

- 14.2.3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 14.2.4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect/Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

14.3. SUSPENSION BY THE OWNER FOR CONVENIENCE

- 14.3.1. 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.
- 14.3.2. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
- 14.3.2.1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or,
- 14.3.2.2. that an equitable adjustment is made or denied under another provision of the Contract.

14.4. TERMINATION BY THE OWNER FOR CONVENIENCE

- 14.4.1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- 14.4.2. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
- 14.4.2.1. cease operations as directed by the Owner in the notice;
- 14.4.2.2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and;
- 14.4.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 14.4.3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination. The Contractor shall provide a full and complete itemized accounting of all costs.

ARTICLE 15 – EQUAL OPPORTUNITY

- 15.1. The Contractor and all Sub-contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability and shall comply with all Federal and State laws concerning fair labor standards and hiring practices. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.
- 15.2. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 15.3. The Contractor and all Sub-contractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.
- 15.4. The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.
- 15.4.1. The provisions of 30-20-301, MCA apply only to a contract that:
- 15.4.1.1. is between a governmental entity and a company with at least 10 full-time employees; and
 - 15.4.1.2. has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.
- 15.4.2. By the signing the contract, the Contractor certifies and affirms:
- 15.4.2.1. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and
 - 15.4.2.2. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
- 15.4.3. The contractor's certification is made in compliance with and in reference to 30-20-301, MCA, and the terms defined therein. If the contractor determines the provisions of 30-20-301, MCA don't apply to the contract, the Contractor shall submit a statement set forth in details the basis for such determination.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED FEBRUARY 2025)

FOR STATE OF MONTANA GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 SPECIFICATIONS

1.1.3.1 ADD: “Approved”: When used to convey Architect’s/Engineer’s action on Contractor’s submittals, applications, and requests, “approved” is limited to Architect’s/Engineer’s duties and responsibilities as stated in the Conditions of the Contract.

1.1.3.2 ADD: “Directed”: A command or instruction by Architect/Engineer. Other terms including “requested,” “authorized,” “selected,” “required,” and “permitted” have the same meaning as “directed.”

1.1.3.3 ADD: “Indicated”: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including “shown,” “noted,” “scheduled,” and “specified” have the same meaning as “indicated.”

1.1.3.4 ADD: “Regulations”: Laws ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

1.1.3.5 ADD: “Furnish”: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

1.1.3.6 ADD: “Install”: Operations at Project site including unloading, temporarily shoring, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

1.1.3.7 ADD: “Provide”: Furnish and install, complete and ready for the intended use.

1.1.3.8 ADD: “Project site”: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land or portion of the building on which the Project is to be built.

1.6.1 Insert in the sixth line: “All documents which constitute the instruments of service are the property of the Owner.” In lieu of the phrase “Unless otherwise indicated, the Architect/Engineer and the Architect/Engineer’s consultants shall be deemed the authors of them... except as defined in the Owner’s Contract with the Architect/Engineer.”

ARTICLE 2 – THE OWNER

2.1 THE STATE OF MONTANA

2.1.1.1 ADD: The State of Montana includes its officers, elected and approved officials, employees and volunteers, and political subdivisions thereof. The State of Montana and Montana State University are synonymous throughout the contract documents.

ARTICLE 3 – THE CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.6 ADD: PRODUCT DELIVERY, STORAGE AND HANDLING

3.3.6.1 ADD: Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

3.3.6.2 ADD: DELIVERY AND HANDLING:

3.3.6.2.1 ADD: Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

3.3.6.2.2 ADD: Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3.3.6.2.3 ADD: Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

3.3.6.2.4 ADD: Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and property protected.

3.3.6.3 ADD: STORAGE

3.3.6.3.1 ADD: Store products to allow for inspection and measurement of quantity or counting of units

3.3.6.3.2 ADD: Store materials in a manner that will not endanger Project structure.

3.3.6.3.3 ADD: Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

3.3.6.3.4 ADD: Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

3.3.6.3.5 ADD: Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

3.3.6.3.6 ADD: Protect stored products from damage and liquids from freezing.

3.10 CONSTRUCTION SCHEDULES

3.10.1.1 ADD: A pre-construction meeting will be held at a time mutually agreed upon by the Owner, Architect/Engineer and Contractor at Campus Planning, Design and Construction, Montana State University, Bozeman, Montana. The contractor shall confirm the Contractor's Construction Schedule for the Work. Coordination of operating requirements of the affected buildings, and surrounds, schedule of activities and Owner requirements will be discussed, as well as the order in which the Contractor intends to pursue the work. This schedule will be reviewed and must be mutually agreed upon by the Architect, Contractor and Owner.

3.11 DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

3.11.4 ADD: The contractor shall maintain at the site two (2) construction reference sets of all specifications, drawings, approved shop drawings, change orders and other modifications, addenda, schedules and instructions, in good order.

3.11.4.1 ADD: The record drawings shall be two (2) sets of black (or blue) and white prints of the drawings on which the contractor must record all "red line" changes during the course of construction and will include references to change order numbers, field directives, etc., and their dates. This record set shall be maintained separate and apart from documents used for construction reference. This set will be available for review by the project consultant, architect, engineer and MSU project manager at all times.

3.11.4.2 ADD: All as-built conditions shall be kept current and the contractor shall not permanently conceal or cover any work until all required information has been recorded.

3.11.4.3 ADD: All survey and exterior underground utilities shall be recorded using the spatial reference, Montana State Plane, NAD 83, CORS 96, Lambert Conformal Conic. The National Geodetic Survey publishes NAD 83

coordinates in the metric system (i.e., meters). The conversion factor that should be used to convert between English and metric systems is the international conversion factor of 1 ft. = 0.3048 m. coordinate system.

3.11.4.4 ADD: In marking any as-built conditions, the contractor shall ensure that such drawings indicate by measured dimension to building corners or other permanent monuments the exact locations of all piping, conduit or utilities concealed in concrete slabs, behind walls or ceilings or underground. Record drawings shall be made to scale and shall also include exact locations of valves, pull boxes and similar items as required for maintenance or repair service.

3.11.4.5 ADD: The contractor shall prepare and maintain a binder with all project warranty information. This will be provided to the project consultant, architect or engineer at final acceptance.

3.12.1 DEFINITIONS:

3.12.1.4 ADD: Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

3.12.1.5 ADD: Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

3.12.1.6 ADD: New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

3.12.1.7 ADD: Comparable Products: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

3.12.1.8 ADD: Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specifications.

3.13. USE OF SITE

3.13.3 ADD: MSU BOZEMAN Vehicle Regulations state:

"All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty."

All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at the Huffman Building at Seventh Avenue and Kagy Boulevard. Contractor should call University Police at 994-2121 for permit information. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.

Unless otherwise indicated on the drawings, all Contractor and Contractor employee vehicles on campus shall be parked in designated parking lots. If allowed on the drawings, vehicles to a maximum number stated, may be parked in project site areas designated and shall only be Contractor vehicles with company signs clearly visible. No personal vehicles shall be parked at the project site in any case. If a driver of a vehicle not allowed to be parked at the project site must unload equipment, tools, or materials, the vehicle must be immediately thereafter moved to a designated lot or leave campus. Vehicles parked in the project site, other than those allowed on the drawings, may be ticketed and towed.

Access to the project site shall be only by the route designated on the drawings. In cases where a different route must be used for a specific purpose, permission must be obtained from MSU Facilities Services. In no case will vehicles be used on the Centennial Mall paving. Access routes are for delivery of equipment, tools, and not for parking.

Site staging areas for materials and equipment if permitted, will be designated on the drawings if permitted. If not designated, staging is intended to be in the construction area boundaries. Staged materials and equipment must be secured on the ground surface or in trailers. Site staging areas shall be fenced.

3.13.4 ADD: The Contractor shall coordinate his operations with the Owner in order that the Owner will have maximum use of existing facilities surrounding the area of the Work, as agreed upon, at all times during normal working hours. Contractor further agrees to coordinate his operations so as to avoid interference with the Owner's normal operations to as great an extent as possible.

3.13.5 ADD: By acceptance of MSU Building Keys the Contractor agrees with the following: University keys are the property of Montana State University. Fabricating, duplicating or modifying University keys is prohibited. Doors must remain locked at all times. The use of these keys to allow unauthorized persons to enter the above areas is prohibited. Loss of any key must be reported immediately to the Director, Office of Facilities Services and University Police, if the loss of keys results in re-keying costs, these costs will be charged to the Contractor. **See attached Estimated Re-Keying Costs.**

3.13.6 ADD: The Montana Legislature decreed that the "right to breath smoke-free air has priority over the desire to smoke" (MCA 20-40-102). It is the policy of MSU to promote the health, wellness and safety of all employees, students, guests, visitors, and contractors while on campus. Therefore, the campus will be free of tobacco-use effective August 1, 2012. The use of tobacco (including cigarettes, cigars, pipes, smokeless tobacco and all other tobacco products) by students, faculty, staff, guests, visitors, and contractors is prohibited on all properties owned or leased by MSU.

Littering any university property, whether owned or leased, with the remains of tobacco products is prohibited.

All university employees, students, visitors, guests, and contractors are required to comply with this policy, which shall remain in effect at all times. Refusal to comply with this policy may be cause for disciplinary action in accordance with employee and student conduct policies. Refusal to comply with the policy by visitors, guests and contractors may be grounds for removal from campus. (http://www2montana.edu/policy/smoking_facilities/)

3.13.7 ADD: The Contractor may use the University's toilet facilities only as directed by the Owner.

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.6. ARBITRATION

4.6.3 Insert in the second line "the Eighteenth Judicial District, Gallatin County" in lieu of "First Judicial District, Lewis & Clark County."

4.6.11 ADD: In responding to a claim brought by a Contractor, the Owner shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

ARTICLE 7 – CHANGES IN WORK

7.2 CHANGE ORDERS

7.2.2.1 Insert the word "maximum" before "5%" and insert the word "maximum" before "10%".

7.2.2.4 ADD: Total Change Order markup shall not exceed (cost of the work) x 1.15.

7.2.3.1 Insert at the beginning of the first sentence the word "Itemized".

7.2.3.2 Insert at the beginning of the first sentence the word "Itemized".

7.2.3.3 Insert at the beginning of the first sentence the word "Itemized".

7.2.3.4 ADD: The Contractor shall provide a complete description summarizing all work involved.

ARTICLE 8 - TIME

8.1. DEFINITIONS

8.1.8.1 ADD: Work commenced before receipt and signature by all parties of the Contract for Construction will be entirely at the Contractor's risk.

8.2. PROGRESS AND COMPLETION

8.2.5 ADD: Completion of the work within the stated time and/or by the date stated in the executed Contract for Construction is of the essence of this Contract and failure to complete, without approved time extension, may be considered default of the Contract. At the time for completion as stated in the executed Contract or as extended by approved change order, if the work is not substantially complete, the Owner may notify the Contractor and the Contractor's surety company in writing of the recourse the Owner intends to take, within the Contract, to assess liquidated damages and /or cause the work to be completed.

8.3. DELAYS AND EXTENSIONS OF TIME

8.3.4 ADD: By the act of signing the Contract, the Contractor signifies that he/she and all subcontractors can perform the work within the stated schedule and that subcontractors, manufacturers, suppliers, and deliverers are known to be able to support the schedule. Time extension may be granted for unforeseen conditions or events out of the Contractor's control causing delay in delivery of materials or causing delay in the Contractor's ability to perform the work within the Contract Documents. The Contractor is expected to take all possible measures and bear all reasonable costs in order to anticipate, control, counteract, and expedite such delay-causing conditions, including finding alternative sources of materials, equipment, shipping, and labor. Notification of any claim for schedule delay must be made in writing to the Owner within one week of the causing event or of first knowledge of a known delay causing condition with supporting documentation as required by the Owner. The Owner will respond in writing within one week to claims of delay. No claims of delay will be entertained after the date of completion as stated in the executed Contract or as extended by previously approved delay claims.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT

9.3.7.2.1. Insert in the first line "Schedule of Values" in lieu of "Schedule of Amounts for Contract Payment".

9.3.7.2.3 ADD: Subcontractor's List: The Contractor shall list all subcontractors doing work in excess of \$5,000.

9.8. SUBSTANTIAL COMPLETION

9.8.4.1 ADD: Prior to the inspection, the Contractor shall complete the final clean-up of the project site which, unless otherwise stated in the Contract Documents, shall consist of:

9.8.4.1.1 Removal of all debris and waste. All construction debris and waste shall be removed from the campus grounds. Use of the University trash containers will not be permitted.

9.8.4.1.2 Removal of all stains, smears, marks of any kind from surfaces including existing surfaces if said damage is the result of the work.

9.8.4.1.3 Removal of all temporary structures and barricades.

9.10. FINAL COMPLETION AND FINAL PAYMENT

9.10.2.4 Insert in the first line after the word "(Form 103)": "for contracts greater than or equal to \$150,000"

ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY

10.1. SAFETY

10.1.2 Insert in the second line before the word "safeguards": "and as approved by Owner,"

10.1.2.1 ADD: The Contractor recognizes that the Work will be conducted in and around buildings and areas that are occupied and will continue to function for the purposes of the University. The Contractor shall conduct a project safety meeting prior to the start of the Work, with the Owner's representative and all others that the Owner's representative deems necessary. The purpose of the meeting shall be to produce project specific rules and guidelines pertaining to but not restricted to: safety of persons in and around the area of the Work including type and location of fencing, guards, signage, etc.; closing of existing campus circulation routes and designation of alternate routes,

including creation of temporary routes of access as required; creation and location of temporary signage as required to maintain accessible routes for handicapped access to and around the site of the Work. The Contractor shall be solely responsible for implementing all required means and methods for site safety and security that may be agreed upon in this meeting.

10.1.2.2 ADD: Contractor shall notify Owner any time his operations will disrupt use of and access to existing accessible routes. Contractor is solely responsible for maintaining existing accessible routes in the area of the project with the exception of temporary interruptions lasting one day or less. Contractor is responsible for erecting signage identifying temporary re-routing of accessible routes. Such re-routing shall be coordinated with Owner in advance.

10.3. UTILITIES

10.3.1 ADD: Underground Utilities: Buried utilities, including, but not limited to, electricity, gas, steam, air, water, telephone, sewer, irrigation, broadband coaxial computer cable, and fiber optic cables are very vulnerable and damage could result in loss of service. The telephone, broadband and fiber optic cables are especially sensitive and the slightest damage to these components will result in disruption of the operations of the campus.

10.3.2 ADD: "One Call" must be notified by phone and in writing at least 72 hours (3 business days) prior to digging to arrange and assist in the location of buried utilities in the field. (Dial 811). The Contractor shall mark the boundary of the work area. The boundary area shall be indicated with white paint and white flags. In winter, pink paint and flags will be accepted.

10.3.3 ADD: After buried utilities have been located, the Contractor shall be responsible for any utilities damaged while digging. Such responsibility shall include all necessary care including hand digging. Contractor's responsibility shall also include maintaining markings after initial locate. The area for such responsibility, unless otherwise indicated, shall extend 24 inches to either side of the marked center line of a buried utility line. In cases of multiple or overlapping utilities or inconclusive electronic locating signals, MSU Project Manager may specifically indicate a wider area for Contractor's responsibility.

10.3.4 ADD: The Contractor's responsibility shall include repair or replacement of damaged utilities. In the event of damage to the 15 KV electrical distribution system, the broadband or fiber optic cables, repair will consist of replacement from termination to termination. Facilities Services and the MSU Information Technology Center will verify repair and recertification. The Contractor will also be responsible for all costs associated with re-terminations and recertification.

10.3.5 ADD: Any buried utilities exposed by the operations of the Contractor shall be marked on the plans and adequately protected by the Contractor. If any buried utilities not located are exposed, the Contractor shall immediately contact Facilities Services at the numbers above. If, after exposing an unlocated buried utility, the Contractor continues digging without notifying Facilities Services and further damages the utility, the Contractor will be responsible.

10.3.6 ADD: Damage to irrigation systems during seasons of no irrigation that are not immediately and adequately repaired and tested will require the Contractor to return when the system is in service to complete the repair.

10.3.7 ADD: In the event of a planned interruption of any existing utility service, the Contractor shall make arrangements with Facilities Services at least 72 hours (3 business days) in advance. Shutdowns of the broadband or fiber optic cables will normally require 5 working days notice to Facilities Services and the Information Technology Center. The Contractor shall bear all costs associated with the interruptions and restorations of service.

10.3.8 ADD: The Owner allows the contractor to use the Owner's utilities (water, heat, electricity) services without charge for procedures necessary for the completion of the work.

ARTICLE 11 - INSURANCE AND BONDS

11.4. COMMERCIAL GENERAL LIABILITY INSURANCE

11.4.1.3. Insert in the first line after "State of Montana": ", Montana State University".

11.7. PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND (BOTH ARE REQUIRED ON THIS PROJECT)

11.7.1. Insert in the first line at the beginning of the sentence "For contracts equal to or greater than \$150,000".

11.8. CANCELLATION

11.8 ADD All Certificates shall contain a provision that coverage provided by the policies will not be cancelled without at least thirty (30) days prior notice to the Owner.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

13.1.1. Insert in the second line “The Eighteenth Judicial District, Gallatin County” in lieu of “First Judicial District, Lewis and Clark County”.

13.9 EMERGENCY AND PUBLIC SAFETY

Montana State University has an Emergency and Public Safety Alert System that warns the campus community in the event of an emergency or public safety event. Because contractors, consultants, and vendors are considered members of the campus community when working on campus, they must be familiar with the alert system and understand when the system is used. Montana State University requires all contractors, consultants, vendors, and their employees working on or entering the MSU-Bozeman campus to register for the Emergency and Public Safety Alert System. The link to register is: <http://www.montana.edu/msualert/>.

END OF SUPPLEMENTARY GENERAL CONDITIONS

Cost Estimate to Re-key Buildings

Access to campus buildings is controlled for safety and security reasons. As a key holder the contractor is responsible for following processes associated with maintaining the integrity of our access control program. If a key is lost the contractor is liable for costs associated with ensuring access control is maintained. In some cases that requires re-keying an entire building or key sequence. Cost can range from \$2,000 to over \$200,000 depending on building and key hierarchy.

SECTION 011000 SUMMARY

1.1 PART 1 - GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Project Description
 - 1. The scope of this project is to demolish the failed VRF heat pump system that previously served Miller Dining auxiliary spaces and replace the system with ducted water-to-air heat pumps.
 - 2. Demolition of VRF heat pump system components include but are not limited to: VRF heat pumps, fan coils, refrigerant piping, condensate piping, ventilation air ductwork, branch selector boxes, thermostats, and electrical connections.
 - 3. The new water-to-air heat pump system includes but is not limited to: (8) heat pumps, ductwork, condenser water loop connections, grilles/ registers/ diffusers, condensate pumps and piping, and thermostats and controls.
 - 4. Certain spaces have existing heating in the form of hot water finned tube or cabinet unit heaters. These heaters shall be integrated with heat pumps as auxiliary heating.
 - 5. Addition of tees to the condenser water loop for option of adding heat injection in the future.
 - 6. Repair/ replacement of ACT ceiling as necessary.
 - 7. Test and balance of existing heat recovery ventilators HRV-1 and HRV-2 before any demolition occurs.
 - 8. Test and balance of new systems and existing HRV-1 and HRV-2 post construction.
- C. Site Information
 - 1. There is no site work anticipated with this project.
- D. Contracts
 - 1. Contracts shall be under one General Contract and shall include, but not be limited to, all labor, materials, and supervision necessary to furnish and install the Work.
- E. Work Sequence
 - 1. The work will be conducted in 1 phase to provide the least possible interference to the activities of the Owner's personnel and activities.
 - 2. The Contractor will have access to Miller Dining Hall from the date of receipt of the contract.
- F. Contractor Use of Premises

1. Work on this contract is expected to be done during regular working hours Monday through Friday. Any variation from this will require prior approval of the Consultant and Owner.
2. All work must be coordinated with MSU at all times and MSU must be informed about any work impacting campus operations 72 hours or 3 working days in advance of work being conducted and shall require MSU approval.
3. General: Limit use of the premises to construction activities in areas indicated; allow for Owner/MSU occupancy and use by the public. Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
4. Contractor shall conduct all his work in such a manner as to minimize the inconvenience and disruption of MSU's daily schedule.
5. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
6. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas designated on the drawings. If additional storage is necessary, obtain and pay for such storage off-site.
7. Contractor shall establish a staging area for storage of materials and equipment.
8. The Contractor is to coordinate with MSU for the location of the job site trailer office.
9. Keep driveways and entrances serving the premises clear and available to MSU and MSU's employees, staff and visitors at all times, unless otherwise agreed by MSU. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

G. Parking and Site Access

(See also Supplemental Conditions of the Contract for Construction.)

1. MSU Bozeman Vehicle Regulations state: "All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty."
2. All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at the University Police Office located in the Huffman Building at Seventh Avenue and Kagy Boulevard. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.
3. A maximum of three (3) Contractor Permits (or as agreed with MSU) will be made available to the Contractor for parking of essential vehicles within the designated parking lot (as designated on the Cover Sheet of the Contract Documents). Essential vehicles are vehicles used for delivery of equipment and tools required to be parked in close proximity to the construction area. All allowed vehicles only to be parked on hard surfaced areas within the Staging Area. All other Contractor and Contractor employee vehicles on campus shall be parked in designated parking lots to be agreed with MSU. No personal vehicles shall be parked at the project site in any event. If a driver of a vehicle not allowed to be

parked at the project site must unload equipment, tools, or materials, the vehicle must be immediately thereafter move to a designated lot or leave campus.

4. Access and egress to and from the project site shall be coordinated with the owner. In cases where a different route must be used for a specific purpose, permission must be obtained from MSU. Access routes are for delivery of equipment, tools, and materials and not for parking.
5. The site Staging Areas for materials and equipment are designated on the Cover Sheet of the Contract Documents. Staged materials and equipment must be secured on the ground surface or in trailers. Site staging areas shall be fenced in accordance with the Contract Documents. Vehicles in addition to those allowed to be parked may not be used for staging of equipment, tools, or materials.

H. Owner Occupancy

1. Full Owner/MSU Occupancy: The Owner/MSU will occupy the site during the entire construction period. Cooperate with MSU during construction operations to minimize conflicts and facilitate MSU usage. Perform the work so as not to interfere with MSU's operations.

I. Safety Requirements

1. General: The safety measures required by the Contract Documents are not meant to be inclusive. The Contractor shall be solely responsible for safety on a 24-hours-per-day, 7 days-per-week basis and shall take whatever additional measures are necessary to insure the health and safety of the buildings' occupants, or pedestrians at or near the construction site and access routes and of all other persons in all areas affected by the Contractor's activities. Prior to the start of construction, the Contractor is to submit to the Consultant, a detailed written plan specifying the safety procedures that will be followed. Include (but not by way of limitation) the following: Verbiage, size and locations of warning signs; construction sequence as related to safety; use of barricades (type and location); employee policies as related to safety; and delivery of materials as related to safety. Revise the safety plan as required during construction and resubmit to the Owner.
2. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
3. Comply with Federal, State, local, and the Owner's fire, health and safety requirements.
4. Advise MSU whenever work is expected to be hazardous or inconvenient (including objectionable odors) to MSU's employees, students, visitors or the building occupants.
5. Construction materials or equipment shall be placed so as not to endanger the work or prevent free access to all emergency devices or utility disconnects.
6. Maintain the proper rated fire extinguishers within easy access where power tools, sanding or other equipment is being used.
7. The Contractor shall erect and maintain, as required by law, conditions and progress of the work, warning signs, barricades and other reasonable safeguards for safety and protection.

8. **Emergency and Public Safety Alert System:**

Montana State University has an Emergency and Public Safety Alert System that warns the campus community in the event of an emergency or public safety event. Because contractors, consultants, and vendors are considered members of the campus community when working on campus, they must be familiar with the alert system and understand when the system is used. Montana State University requires all contractors, consultants, vendors, and their employees working on or entering the MSU-Bozeman campus to register for the Emergency and Public Safety Alert System. The link to register is:

<http://www.montana.edu/msualert/>

J. Existing Premises Condition

1. The Contractor is responsible for adequately documenting in photos the existing condition of the premises, to include external road surfaces, curbing and landscaped areas, specifically the cleanliness of areas. Any damage to the premises which is found after construction and is not so documented will be the responsibility of the Contractor to repair or replace.

K. Discrepancies in the Documents

1. The Contractor shall bring any discrepancies between any portions of the drawings and specifications to the attention of the Owner and the Consultant in writing. The Owner and Consultant shall review the discrepancy and clarify the intent desired in the Contract Documents. Unless specifically directed otherwise, the Contractor shall be obligated to provide the greater quantity or quality without any change in contract sum or time.

END OF SECTION 011000

**SECTION 012000
PRICE AND PAYMENT
PROCEDURES**

1.1 GENERAL

A. Related Documents

1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

B. Summary

1. This Section specified administrative and procedural requirements governing the Contractor's Applications for Payment.
2. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

C. Schedule of Values

1. Coordinate preparation of the Schedule of Values, Form 100, with preparation of the Contractor's Construction Schedule.
2. Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.
3. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's construction schedule
 - b. Application for Payment form
 - c. List of subcontractors
 - d. Schedule of allowances
 - e. Schedule of alternates
 - f. List of products
 - g. List of principal suppliers and fabricators
 - h. Schedule of submittals
 - i. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
 - j. Sub-Schedules: Where the work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
4. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - a. Identification: Include the following project identification on the Schedule of Values:
 - 1) Project name
 - 2) Name of the Architect
 - 3) Project number (PPA No.)
 - 4) Contractor's name and address
 - 5) Date of submittal

- b. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

- 1) Generic name
- 2) Related specification section
- 3) Name of subcontractor
- 4) Name of manufacturer or fabricator
- 5) Name of supplier
- 6) Change Orders (numbers) that have affected value
- 7) Dollar value

- a) Percentage of Contract Sum in the nearest one-hundredth percent, adjusted to total 100%

- c. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- d. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- e. For each part of the work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the work.

5. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

- a. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

D. Applications for Payment

1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
2. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
3. Payment Application Forms: Use Montana Form 101 as the form for Application for Payment.
4. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

- a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - b. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- 5. Transmittal: Submit one (1) executed copy of each Application for Payment to the Architect by means ensuring receipt within 24 hours, including waivers of lien and similar attachments, when required.
 - a. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
- 6. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - a. List of subcontractors
 - b. Schedule of Values
 - 1) Contractor's Construction Schedule (preliminary if not final)
 - c. Copies of building permits
 - 1) Copies of authorizations and licenses from governing authorities for performance of the work
 - d. Certificates of insurance and insurance policies (submitted with Contract)
 - e. Performance and payment bonds (submitted with Contract if required)
- 7. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
- 8. Administrative actions and submittals that shall proceed or coincide with this application include:
 - a. Occupancy permits and similar approvals
 - b. Warranties (guarantees) and maintenance agreements
 - c. Test/adjust/balance records
 - d. Maintenance instructions
 - e. Meter readings
 - f. Start-up performance reports
 - 1) Change-over information related to Owner's occupancy, use, operation and maintenance.
 - g. Final cleaning
 - 1) Application for reduction of retainage, and consent of surety

9. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:
 - a. Completion of project closeout requirements
 - 1) Completion of items specified for completion after Substantial Completion
 - b. Assurance that unsettled claims will be settled
 - 1) Assurance that work not complete and accepted will be completed without undue delay
 - 2) Transmittal of required project construction records to Owner

END OF SECTION 01200

**SECTION 012500
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and *Instructions to Bidders*.
- B. Substitution Procedures
 - 1. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
 - 2. Substitution Requests: Submit three copies of each request on MSU Substitution Request Form 099 for each consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - a. Submit requests in accordance with *Instructions to Bidders*.
 - b. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
- C. Architect will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Architect will request additional information or documentation of evaluation.
 - 1. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- D. Do not submit unapproved substitutions on Shop Drawings or other submittals.

END OF SECTION 012500

SECTION 013000

SUBMITTALS

1.1 GENERAL

A. Related Documents

1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

B. Summary

1. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:
 - a. Contractor's construction schedule
 - b. Submittal schedule
 - c. Daily construction reports
 - d. Shop Drawings
 - e. Product data
 - f. Samples
- Note: All Submittals are to be both print and electronic.
2. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - a. Permits
 - b. Applications for Payment
 - c. Performance and payment bonds
 - d. Insurance certificates
 - e. List of Subcontractors

3. The Schedule of Values submitted is included in Section "Applications for Payment".
4. Inspection and test reports are included in Section "Quality Requirements".
5. Unless otherwise instructed by the Owner all submittals shall be directed to Architect/Engineer Consultant of Record. The Contractor's construction schedule, submittal schedule and daily construction reports shall be directed to the Consultant's representative, the State of Montana's representative and MSU's representative. Shop drawings, product data and samples shall be directed to the Consultant's representative.

C. Submittal Procedures

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

- b. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 1) The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - c. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - 1) Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Consultant will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - 2) If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3) Allow two (2) weeks for reprocessing each submittal.
 - 4) No extension of contract time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the work to permit processing.
2. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- a. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - b. Include the following information on the label for processing and recording action taken.
 - 1) Project name and PPA Number
 - 2) Date
 - 3) Name and address of Consultant
 - 4) Name and address of Contractor
 - 5) Name and address of Subcontractor
 - 6) Name and address of supplier
 - 7) Name of manufacturer
 - a) Number and title of appropriate Specification Section
 - b) Drawing number and detail references, as appropriate
3. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
- a. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include

Contractor's certification that information complies with Contract Documents requirements.

- b. Transmittal Form: Contractor's standard form.

D. Contractor's Construction Schedule

1. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit both in print and electronically within thirty (30) days of the date established for "Commencement of the Work".
 - a. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
 - b. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate actual completion.
 - c. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - d. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.
 - e. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
 - f. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Consultant's procedures necessary for certification of Substantial Completion.
2. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
3. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.
4. Cost Correlation: At the head of the schedule, provide a two (2) item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
 - a. Refer to Section "Price and Payment Procedures" for cost reporting and payment procedures.
5. Distribution: Following response to the initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with scheduled dates. Transmit electronically and post copies in the project meeting room and temporary field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have

completed their assigned portion of the work and are no longer involved in construction activities.

6. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule electronically and in print concurrently with report of each meeting.

E. Submittal Schedule

1. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for establishment of the Contractor's construction schedule.
 - a. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products, as well as the Contractor's construction schedule.
 - b. Prepare the schedule in chronological order; include submittals required during the first thirty (30) or sixty (60) days of construction. Provide the following information:
 - 1) Scheduled date for the first submittal
 - 2) Related section number
 - 3) Submittal category
 - 4) Name of subcontractor
 - 5) Description of the part of the work covered
 - 6) Scheduled date for resubmittal
 - a) Scheduled date the Consultant's final release or approval
2. Distribution: Following response to initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
3. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

F. Daily Construction Reports

1. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Consultant at weekly intervals:
 - a. List of subcontractors at the site
 - b. Approximate count of personnel at the site
 - c. High and low temperatures, general weather conditions
 - d. Accidents and unusual events
 - e. Meetings and significant decisions

- f. Stoppages, delays, shortages, losses
 - g. Meter readings and similar recordings
 - h. Emergency procedures
 - i. Orders and requests of governing authorities
 - j. Change Orders received, implemented
 - k. Services connected, disconnected
 - l. Equipment or system tests and start-ups
 - m. Partial completions, occupancies
 - n. Substantial Completions authorized
- G. Shop Drawings
- 1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.
 - 2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - a. Dimensions
 - b. Identification of products and materials included
 - c. Compliance with specified standards
 - d. Notation of coordination requirements
 - e. Notation of dimensions established by field measurement
 - f. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11", but no larger than 36" x 48".
 - g. Submittal: Submit electronically and in print for the Consultant's review; Consultant's comments will be returned electronically.
 - 1) One (1) of the prints returned shall be marked-up and maintained as a "Record Document".
 - h. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
 - 3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - a. Preparation of coordination drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - b. Submit coordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

H. Product Data

- 1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's

installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

- a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - 1) Manufacturer's printed recommendations
 - a) Compliance with recognized trade association standards
 - b) Compliance with recognized testing agency standards
 - 2) Application of testing agency labels and seals
 - a) Notation of dimensions verified by field measurement
 - 3) Notation of coordination requirements
- b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- c. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- d. Submittals: Submit two (2) copies of each required submittal; submit four (4) copies where required for maintenance manuals. The Consultant will retain one (1), and will return the other marked with action taken and corrections or modifications required.
 - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- e. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1) Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - 2) Do not permit use of unmarked copies of Product Data in connection with construction.

I. Samples

1. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - a. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Consultant's sample. Include the following:
 - 1) Generic description of the sample
 - 2) Sample source
 - 3) Product name or name of manufacturer

- 4) Compliance with recognized standards
 - 5) Availability and delivery time
2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than three (3)), that show approximate limits of the variations.
 - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other sections for samples to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
 3. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Consultant's mark indicating selection and other action.
 4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one (1) will be returned marked with the action taken.
 - a. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
 - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - 2) Sample sets may be used to obtain final acceptance of the construction associated with each set.
 5. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the work. Show distribution on transmittal forms.
 - a. Field samples specified in individual sections are special types of samples. Field samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.
 - 1) Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

J. Consultant's Action

1. Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Consultant will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Consultant will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - a. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - b. Returned for Resubmittal: When submittal is marked "Revise and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 1) Do not permit submittals marked "Revise and Resubmit" to be used at the project site, or elsewhere where work is in progress.
 - c. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action not Required".

END OF SECTION 013000

**SECTION 013100
PROJECT COORDINATION**

1.1 GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Summary
 - 1. This section specifies administrative and supervisor requirements necessary for project coordination including, but not necessarily limited to:
 - a. Coordination
 - b. Administrative and supervisory personnel
 - c. General installation provisions
 - d. Cleaning and protection
 - 2. Field Engineering is included in Section "Field Engineering".
 - 3. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
 - 4. Requirements for Contractor's Construction Schedule are included in Section "Submittals".
- C. Coordination
 - 1. Coordination: Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.
 - a. Provide access to work at all times for inspections by Owner and authorized representatives.
 - b. Provide safe working conditions and protection of completed work.
 - c. Provide barricades and signs.
 - d. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - e. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - f. Make adequate provisions to accommodate items scheduled for later installation.
 - g. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1) Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
 - 2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

- a. Notify Facilities Services or Campus Planning, Design and Construction of any expected disruptions in service or changes in construction schedule at least 72 hours (3 working days) in advance.
 - b. Preparation of schedules.
 - c. Installation and removal of temporary facilities.
 - d. Delivery and processing of submittals.
 - e. Progress meetings.
 - f. Project close-out activities.
 - 3. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - a. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.
- D. Submittals
 - 1. Coordinated Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - a. Show the interrelationship of components shown on separate shop drawings.
 - b. Indicate required installation sequences.
 - c. Comply with requirements contained in Section "Submittals".
 - d. Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.
 - 2. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

1.2 PROJECT MEETINGS

- A. Related Documents
 - 1. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Summary
 - 1. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - a. Pre-construction conference
 - b. Pre-installment conferences
 - c. Coordination meetings
 - d. Progress meetings
- C. Pre-construction Conference
 - 1. Schedule a pre-construction conference and organizational meeting.
 - a. Hold meeting at the project site or other convenient location and prior to commencement of construction activities, including the moving of

equipment on to the site. Conduct the meeting to review responsibilities and personnel assignments.

2. Attendees: The Owner, Consultant and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work. Both the Contractor and the Contractor's job foremen shall attend the meeting, along with all subcontractors.
3. Agenda: Discuss items of significance that could affect progress including such topics as:
 - a. Tentative construction schedule
 - b. Critical work sequencing
 - c. Designation of responsible personnel
 - d. Procedures for processing field decisions and Change Orders
 - e. Procedures for processing Applications for Payment
 - f. Distribution of Contract Documents
 - g. Submittal of Shop Drawings, Product Data and Samples
 - h. Preparation of record documents
 - i. Use of the premises
 - j. Office, work and storage areas
 - k. Equipment deliveries and priorities
 - l. Safety procedures
 - m. First aid
 - n. Security
 - o. Housekeeping
 - p. Working hours

D. Pre-Installation Conferences

1. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Consultant of scheduled meeting dates.
2. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data and quality control samples
 - g. Possible conflicts
 - h. Compatibility problems
 - i. Time schedules
 - j. Weather limitations
 - k. Manufacturer's recommendations
 - l. Compatibility of materials
 - m. Acceptability of substrates
 - n. Temporary facilities
 - o. Space and access limitations
 - p. Governing regulations

- q. Safety
 - r. Inspection and testing requirements
 - s. Required performance results
 - t. Recording requirements
 - u. Protection
3. The Consultant will record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Consultant.
 4. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.
- E. Coordination Meeting
1. Conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
 2. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
 3. The Consultant will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- F. Progress Meetings
1. Conduct progress meetings at the project site at regularly scheduled intervals. Coordinate with the Owner and Consultant of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
 2. Attendees: In addition to representatives of the Owner and Consultant, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
 3. Agenda: Visit job site to raise specific pending issues prior to meeting. Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - b. Review the present and future needs of each entity present, including such items as:
 - 1) Interface requirements
 - 2) Time
 - 3) Sequences
 - 4) Deliveries
 - 5) Off-site fabrication problems
 - 6) Access
 - 7) Site utilization

- 8) Temporary facilities and services
 - 9) Hours of work
 - 10) Hazards and risks
 - 11) Housekeeping
 - 12) Quality and work standards
 - 13) Change Orders
 - 14) Documentation of information for payment requests
4. Reporting: The Consultant shall distribute printed and electronic copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.3 PRODUCTS (NOT APPLICABLE)

1.4 EXECUTION

A. General Installation Provisions

1. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
2. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
3. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
4. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
5. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Consultant for final decision.
6. Recheck measurements, quantities and dimensions, before starting each installation.
7. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
8. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
9. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated and in compliance with accessibility requirements. Refer questionable mounting height decisions to the Consultant for final decision.

B. Cleaning and Protection

1. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

2. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
3. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - a. Excessive static or dynamic loading
 - b. Excessive internal or external pressures
 - c. Excessively high or low temperatures
 - d. Thermal shock
 - e. Excessively high or low humidity
 - f. Air contamination or pollution
 - g. Water or ice
 - h. Solvents
 - i. Chemicals
 - j. Light
 - k. Radiation
 - l. Puncture
 - m. Abrasion
 - n. Heavy traffic
 - o. Soiling, staining and corrosion
 - p. Bacteria
 - q. Rodent and insect infestation
 - r. Combustion
 - s. Electrical current
 - t. High speed operation
 - u. Improper lubrication
 - v. Unusual wear or other misuse
 - w. Contact between incompatible materials
 - x. Destructive testing
 - y. Misalignment
 - z. Excessive weathering
 - aa. Unprotected storage
 - ab. Improper shipping or handling
 - ac. Theft
 - ad. Vandalism

END OF SECTION 013100

SECTION 014000 QUALITY REQUIREMENTS

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies administrative and procedural requirements for quality control services.
2. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
3. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
4. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - a. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - b. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - c. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. RESPONSIBILITIES

1. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those
 - a. Services specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
 - b. The Contractor shall employ and pay an independent agency, to perform specified quality control services.
 - c. The Owner will engage and pay for the services of an independent agency

- to perform inspections and tests specified as the Owner's responsibility. Payment for these services will be made by the Owner.
- d. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
2. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services provide unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
- a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Associated services required include but are not limited to:
- a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the Project site.
4. Owner Responsibilities: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
- a. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
5. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
- a. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

- b. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 - c. The agency shall not perform any duties of the Contractor.
- 6. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

D. SUBMITTALS

- 1. The independent testing agency shall submit a certified written report and electronic copy of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
 - a. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 - b. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - 1) Date of issue
 - 2) Project title and number
 - 3) Name, address and telephone number of testing agency
 - 4) Dates and locations of samples and tests or inspections
 - 5) Names of individuals making the inspection or test
 - 6) Designation of the Work and test method
 - 7) Identification of product and Specification Section
 - 8) Complete inspection or test data
 - 9) Test results and in interpretations of test results
 - 10) Ambient conditions at the time of sample-taking and testing
 - 11) Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements
 - 12) Name and signature of laboratory inspector
 - 13) Recommendations on retesting

DI. QUALITY ASSURANCE

- 1. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- 2. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Montana.

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. GENERAL

1. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
2. Protect construction exposed by or for quality control service activities, and protect repaired construction.
3. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 014000

**SECTION 015000
TEMPORARY FACILITIES AND UTILITIES**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
2. Temporary utilities required may include but are not limited to:
 - a. Telephone service
 - b. Electric Service
 - c. Water
 - d. Natural gas
 - e. Sewer
3. Temporary construction and support facilities required may include but are not limited to:
 - a. Field offices and storage sheds.
 - b. Sanitary facilities, including drinking water
 - c. Temporary Project identification signs and bulletin boards
 - d. Waste Disposal services
 - e. Construction aids and miscellaneous services and facilities
4. Security and protection facilities required include but are not limited to:
 - a. Temporary Security Fencing
 - b. Temporary fire protection
 - b. Barricades, warning signs, lights
 - c. Environmental protection

C. QUALITY ASSURANCE

1. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - a. Building Code requirements
 - b. Health and safety regulations
 - c. Utility company regulations
 - d. Police, Fire Department and Rescue Squad rules
 - e. Environmental protection regulations
2. Standards: Comply with NFPA Code 241, "Building Construction and

Demolition Operations" and ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".

D. PROJECT CONDITIONS

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

1.2 PRODUCTS

A. MATERIALS

1. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
2. Water: Provide potable water approved by local health authorities.
3. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1 1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

B. EQUIPMENT

1. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
2. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
3. Electrical Outlets: Provide properly configured NEA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
4. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
5. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
6. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
7. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

9. First Aid Supplies: Comply with governing regulations.
10. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
 - a. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

1.3 EXECUTION

A. INSTALLATION

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

B. TEMPORARY UTILITIES

1. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Provide cellular telephone, operational and on site at all times.

C. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

1. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access and minimal interruption to Owner's operations.
 - a. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
2. Field Offices: The Contractor, at his option, shall provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
 - a. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table and plan rack and a 6-shelf bookcase.
 - b. Equip with a water cooler and private toilet complete with water closet, lavatory and mirror-medicine cabinet unit.
3. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved,

including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

4. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
 - a. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
5. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
6. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
 - a. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
7. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
 - a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7 to 13 deg C).
8. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg. F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner. Do not use University trash containers for any reason.

D. SECURITY AND PROTECTION FACILITIES INSTALLATION

1. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - (a) Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
3. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel

pipe posts, 1 1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

4. Barricades, Warning Signs and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
5. Do not remove temporary security and protection facilities until Substantial Completion, or longer as requested by the Architect.
6. Temporary Fire Protection: Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 - a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - b. Store combustible materials in containers in fire-safe locations.
 - c. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 - d. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
7. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

E. OPERATION, TERMINATION AND REMOVAL

1. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
2. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
3. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - a. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this section.

1.2 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
- C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract. Substitutions only allowed for products when more than one manufacturer is indicated.
 - 1. Submit two (2) copies of each request for product substitution. Identify product to be re-placed and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
 - 2. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 3. Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

B. Select products as follows:

1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

C. Unless otherwise indicated, Owner will select color, pattern, and texture of each product from manufacturer's full range of options.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016000

**SECTION
173000
EXECUTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Consultant of locations and details of cutting and await directions from Consultant before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or those results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Consultant's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Consultant for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a written and email request for information to Consultant.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, promptly notify Consultant by email and in writing.
 - 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 2. Inform installers of lines and levels to which they must comply.
 - 3. Check the location, level and plumb, of every major element as the Work progresses.
 - 4. Notify Consultant when deviations from required lines and levels exceed allowable tolerances.
- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Consultant.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Consultant, and in compliance with accessibility requirements.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- ### 3.5 CUTTING AND PATCHING
- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
 - C. Temporary Support: Provide temporary support of work to be cut.
 - D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
 4. Proceed with patching after construction operations requiring cutting are complete.
 - F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste.
 4. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
1. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through

the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

**SECTION 017400
WARRANTIES AND
BONDS**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - a. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - b. General closeout requirements are included in Section "Project Closeout."
 - c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
 - d. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
2. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

C. DEFINITIONS

1. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
2. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

D. WARRANTY REQUIREMENTS

1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with

requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
5. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

E. SUBMITTALS

1. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - a. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate items and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
 - a. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.
3. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a

typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

- b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

- 2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. SCHEDULE OF WARRANTIES

- 1. Schedule: Provide warranties and bonds on products and installations as specified in the appropriate Sections.

END OF SECTION 017400

SECTION 017419 WASTE MANAGEMENT

PART 1 - GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

Owner requires that this project generate the least amount of trash and waste possible. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration and shall be recycled:

- Aluminum and plastic beverage containers.
- Corrugated cardboard.
- Wood pallets.
- Clean dimensional wood: May be used as blocking or furring.
- Land clearing debris, including brush, branches, logs, and stumps.
- Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.

Methods of trash/waste disposal that are **not** acceptable are:

- Burning on the project site.
- Burying on the project site.
- Dumping or burying on other property, public or private. Other illegal dumping or burying.

Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 DEFINITIONS

Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

Non-hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

Return: To give back reusable items or unused products to vendors for credit.

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Reuse: To reuse a construction waste material in some manner on the project site.

Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

Toxic: Poisonous to humans either immediately or after a long period of exposure.

Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

1.3 WASTE MANAGEMENT PLAN IMPLEMENTATION

Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and the Architect.

Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

Meetings: Discuss trash/waste management goals and issues at project meetings, including the Pre-bid meeting, Pre-construction meeting and regular job-site meetings.

Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

As a minimum, provide:

Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.

Separate dumpsters for each category of recyclable.

Recycling bins at worker lunch area.

Provide containers as required.

Provide adequate space for pick-up and delivery and convenience to subcontractors. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 017419

**SECTION 017700
PROJECT
CLOSEOUT**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - a. Inspection procedures
 - b. Project record document submittal
 - c. Operating and maintenance manual submittal
 - d. Submittal of warranties
 - e. Final cleaning
 - f. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions - 2 through - 33.

C. SUBSTANTIAL COMPLETION

1. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 1) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - b. Advise Owner of pending insurance change-over requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - e. See the *Supplemental Conditions of the Contract for Construction* 3.11 for Documentation and As-Built Conditions, and the *Project Closeout Checklist: Contractor Requirements*. Submit maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 - f. Deliver tools, spare parts, extra stock, and similar items.
 - h. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

2. Inspection Procedures: On receipt of a request for inspection, the Consultant will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - a. The Consultant will repeat inspection when requested and assured that the Work has been substantially completed.
 - b. Results of the completed inspection will form the basis of requirements for final inspection.
- D. FINAL ACCEPTANCE
1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - c. Submit a certified copy of the Consultant's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Consultant.
 - e. Submit consent of surety to final payment.
 - f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 2. Re-inspection Procedure: The Consultant will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Consultant.
 - a. Upon completion of re-inspection, the Consultant will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - b. If necessary, re-inspection will be repeated.
- E. RECORD DOCUMENT SUBMITTALS
1. **See also the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions*, and the *Project Closeout Checklist: Contractor Requirements*.**
 2. General: Do not use record documents (red-line markups) for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Consultant's reference during normal working hours.
 3. Record Drawings (Red-lined): Maintain two clean, undamaged sets of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the sets to show the red-line changes during the course of construction with actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the

corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

- a. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - b. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 - c. Note related Change Order numbers where applicable.
 - d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
4. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
- a. Upon completion of the Work, submit record Specifications to the Consultant for the Owner's records.
5. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record drawings and Specifications.
- a. Upon completion of mark-up, submit (3) complete sets of record Product Data to the Consultant for the Owner's records.
6. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Consultant and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area
7. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Consultant for the Owner's records.
8. Maintenance Manuals: Provide one (1) draft copy for review. Provide **one (1)** final paper copy and one electronic pdf file prior to final completion. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 3-inch, 3 ring vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include the following types of information; and others as specified in other Divisions:
- a. Emergency instructions
 - b. Spare parts list
 - c. Copies of warranties
 - d. Wiring diagrams

- e. Recommended "turn around" cycles
- f. Inspection procedures
- g. Shop Drawings and Product Data
- h. Fixture lamping schedule
- i. List of final color and material selections

F. WARRANTIES AND BONDS

1. SUMMARY

- a. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1) Refer to the General Conditions and Supplemental Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2) General closeout requirements are included in Section "Project Closeout."
 - 3) Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
 - 4) Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- b. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- c. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

2. DEFINITIONS

- a. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- b. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

G. WARRANTY REQUIREMENTS

- a. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- b. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- c. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is

responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

- d. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1) Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- di. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

4. SUBMITTALS

- a. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.
 - 1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.
- b. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- c. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - 2) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
- d. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 EXECUTION

A. CLOSEOUT PROCEDURES

1. Functional Demonstration: Demonstrate proper operation of all systems to Consultants and Owners representative prior to request for substantial completion. Coordinate schedule with Consultant.
2. Operating and Maintenance Instructions: Provide two (2) duplicate training sessions for each MSU trade group responsible for systems installed under this project. Coordinate schedule with Owner. Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
 - a. Maintenance manuals
 - b. Record documents
 - c. Spare parts and materials
 - d. Tools
 - e. Lubricants
 - f. Fuels
 - g. Identification systems
 - h. Control sequences
 - i. Hazards
 - j. Cleaning
 - k. Warranties and bonds
 - 1) Maintenance agreements and similar continuing commitments

END OF SECTION 017700

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 A.RELATED DOCUMENTS

- A. General provisions of Contract, including General and Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Product maintenance manuals.
 - 4. Systems and equipment maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. One paper copy and one electronic pdf. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will deliver copies to the Owner.
- C. Manual Submittal: Submit each manual in DRAFT in PDF format form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments. PROVIDE PAPER AND PDF OF FINAL APPROVED MANUALS

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- C. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 9. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

navigated file tree. Configure electronic manual to display bookmark panel on opening file.

G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: These binders are sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and oversize sheets will need to be folded to 8x11.5.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Precautions against improper use.
 9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.

7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- CI. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- CII. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
- E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

PART 4 - MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. General: Incorporate as part of the O& M Manuals. Material and finishes to the Architect/Engineer for approval and distribution. Provide one section for architectural products, including applied materials and finishes, and a second section for products designed for moisture protection and products exposed to the water.
 - 1. Refer to individual specification sections for additional requirements on the care and maintenance of materials and finishes
- B. Architectural Products, Applied Materials and Finishes: Provide complete manufacturers data and instructions on the care and maintenance of architectural products, including applied materials and finishes.
- C. Manufacturers Data: Provide complete information on architectural products, including but not limited to the following items, as applicable:
 - 1. Manufacturer's catalog number
 - 2. Size
 - 3. Material composition
 - 4. Color texture reordering information for specially manufactured products
 - 5. Manufacturer and supplier/installers contact information
 - 6. Warranty terms
- D. Care and Maintenance Instruction: Provide complete information on the care and maintenance of architectural products, including the manufacturer's recommendations for the types of cleaning agents to be used and the methods of cleaning. In addition, provide information regarding cleaning agents and methods which could prove detrimental to the product. Include the manufacturer's recommended schedule for cleaning and maintenance.

- E. Manufacturer's Data: Provide complete manufacturer's data giving detailed information including, but not limited to the following, as applicable:
 - 1. Applicable standards
 - 2. Chemical composition
 - 3. Installation details
 - 4. Inspection procedures
 - 5. Maintenance information
 - 6. Repair procedures

- F. Schedule: Provide complete information in the materials and finishes manual on products specified in the following sections: (To be determined with Owner)

- G. Color Schedule: Provide complete information on MSU CPDC provided electronic spreadsheet form, to include manufacturer's name and number, location, item and surface of all painted, stained or treated material, surface or piece of equipment.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. See also General Conditions and Supplemental Conditions of the Contract for Construction.
- B. **See the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions*, and the *Project Closeout Checklist: Contractor Requirements***
- C. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- D. Related Requirements:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings (Redline Markups): Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Draft Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one set(s) of prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name and PPA Number.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

**SECTION 017900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 SUMMARY

1. System Demonstration:

a. General:

- i. The system demonstration is a functional test of systems to determine whether they are substantially complete and operating as specified. Systems are to be tested and confirmed to be operating properly by the contractor prior to the Demonstration.
- ii. Where initial Demonstration Session uncovers substantial deficiencies that require more than one Demonstration Session, Contractor shall reimburse Owner for personnel costs associated with performing subsequent Sessions.

b. Systems to be Tested:

- i. All systems installed and/or provided under the project to have functional testing.

c. Attendance:

- i. The system demonstration is to be provided by trained representatives that are familiar with the systems, and can operate systems as required to test and verify proper function. The Engineer and Owner's representatives will be present to document performance and/or deficiencies. The General Contractor or others may attend if desired.
- ii. Individual testing sessions (modules) shall be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. MSU trades groups and systems typically involved in testing are:
 - (1) Electricians
 - (2) Heating Plant (Hydronic and steam heating systems, controls)
 - (3) Plumbers (Plumbing, gas-fired heating, process piping systems)
 - (4) Refrigeration (Refrigeration, chilled water, packaged cooling systems)

d. Schedule:

- i. Contractor to coordinate time requirements and dates with Owner and Engineer. Begin scheduling with sufficient time prior to desired Substantial Completion date to allow all parties to work into schedule, and for deficiencies to be completed prior to desired Substantial Completion date. Demonstration is to be provided prior to, and separate from, training.

2. Training:

a. General:

- i. The system training is intended to familiarize the Owner's operating and maintenance staff with all systems requiring maintenance. Training is to be provided after the systems are in place and operational, after issues noted during the Demonstration have been resolved, and before final acceptance.

b. Systems Requiring Training:

- i. All systems installed and/or provided under the project are to have training.

c. Attendance:

- i. Training is to be provided by trained representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) shall be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. MSU trades groups and systems typically requiring training are:
 - (1) Electricians

- (2) Heating Plant (Hydronic and steam heating systems, controls)
 - (3) Plumbers (Plumbing, gas-fired heating, process piping systems)
 - (4) Refrigeration (Refrigeration, chilled water, packaged cooling systems)
 - d. Schedule:
 - i. Duplicate training sessions are to be provided for each training module, so that Owner's operating personnel can be split into two groups during training. Duplicate training sessions to be scheduled during different weeks. Length of training sessions will be determined by scope of training, and as coordinated with Owner after draft copy of training documents have been reviewed.
- 2.1 PRODUCTS
 - 1. Not applicable
- 3.1 EXECUTION
 - 1. Demonstration:
 - a. Demonstration Program:
 - i. Engineer to develop a demonstration program to verify the proper operation of all required systems. Submit program to Owner and Contractor at least two weeks prior to Demonstration.
 - ii. Engineer to work with Contractor to generate methods to be used to verify sequences and modes of operation that cannot be verified directly.
 - iii. Engineer to provide at least one copy of all submittals, contract drawings, specifications, and changes related to systems to be demonstrated. Documents to be made available during Demonstration.
 - iv. Contractor to provide at least one copy of Operating and Maintenance Manuals to be used during demonstration, including specified sequences of operation for field-constructed systems, and operating sequences for all manufactured equipment.
 - b. Demonstration Session:
 - i. Verify that all systems are functional and ready to operate in all modes prior to demonstration.
 - ii. Assemble all program materials required for demonstration.
 - iii. Contractor to provide all equipment necessary for access to, and operation of, systems including tools, ladder, lighting, and diagnostic equipment.
 - iv. Verify operation of individual components within systems.
 - v. Verify controls of related components are coordinated.
 - vi. Verify all operating sequences, operating modes, and safety controls.
 - vii. Record all pressures, temperatures, and other relevant data available from installed devices.
 - viii. Where digital control systems are available, set-up trend reports of relevant parameters which will confirm proper operation of systems installed, modified, or affected by changes made during this project. Provide copies of reports to Engineer and Owner for review. Review, analyze, and discuss results, and provide follow-up reports as required to confirm proper operation.
 - 2. Training:
 - a. Training Documentation:
 - i. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
 - ii. Provide a copy of the following items for each person that will be attending the

training sessions. Coordinate required number with the Owner.

- (1) Training agenda.
- (2) Summary of new systems and existing systems affected by this project.
- (3) Summary of work performed under this project.
- (4) Control system drawings and sequences of operation.
- (5) List of important maintenance and trouble-shooting operations for all systems.

iii. Provide minimum of 2 copies of following items:

- (1) Contract documents including all drawings, specifications, addendums, and change orders.

b. Training Sessions:

- i. Assemble at location to be determined by the Owner.
- ii. Distribute training documentation as indicated above.
- iii. Provide classroom style training if required for orientation, discussion of new systems and existing systems affected by this project, and other issues appropriate for a classroom format.
- iv. Visit site and review locations, and perform detailed review of operation and maintenance requirements for current systems.

END OF SECTION 179000

SECTION 024119 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.5 PRE-INSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.

1.6 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 1. Before selective demolition, Owner will remove the following items:
 - a. Text books and other loose classroom resources.
 - b. Loose shelving units and storage cabinets.
 - c. Loose furniture (tables and chairs).
 - d. Loose equipment.

- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is included in the Contract Documents. Examine report to become aware of locations where hazardous materials are present. Do not proceed with selective demolition until all hazardous materials have been removed. Do not proceed with selective demo until all hazardous materials have been removed.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials
 - i. except under procedures specified elsewhere in the Contract Documents.

DI. Storage or sale of removed items or materials on-site is not permitted.

DII. Utility Service: Maintain existing utilities and the protection facilities indicated to remain in and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit and email a written report to Architect and MSU Project Manager.

3.2

UTILITY SERVICES AND MECHANICAL/ ELECTRICAL SYSTEMS

A. Existing Services/ Systems to Remain: Maintain services/ systems indicated to remain and protect them against damage.

B. Comply with requirements for existing services/ systems interruptions specified in Section 011000 "Summary."

C. Existing Services/ Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/ electrical systems serving areas to be selectively demolished.

1. If services/ systems are required to be removed, relocated, or abandoned, provide temporary

services/ systems that bypass area of selective demolition and that maintain continuity of services/ systems to other parts of building.

2. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
3. Piping to be removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
4. Piping to be abandoned in place: Drain piping and cap or plug piping with same or compatible piping material.
5. Equipment to be removed: Disconnect and cap services and remove equipment.
6. Equipment to be removed and reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
7. Equipment to be removed and salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
8. Ducts to be removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
9. Ducts to be abandoned in place: Cap or plug ducts with same or compatible ductwork material.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls".

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

B. . Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

C. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

D. Do not use cutting torches for selective demolition operations.

E. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

F. Dispose of demolished items and materials promptly.

G. Removed and Salvaged Items:

1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on campus as directed by Owner.
 5. Protect items from damage during transport and storage.
- H. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- I. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Section 017419 Waste "Construction Management and Disposal".
- B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 09 5113 – ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Acoustic Panels.
 - 2. Suspended metal grid ceiling system and perimeter trim.
- B. Related Requirements:
 - 1. Section 233713 – “Grilles, Registers, and Diffusers.”

1.2 CODES AND STANDARDS

- A. ASTM International:
 - 1. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
 - 2. ASTM C636 - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels.
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 4. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 5. ASTM E580/E580M - Standard Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Requiring Seismic Restraint.
 - 6. ASTM E1264 - Standard Classification for Acoustical Ceiling Products.
- B. American Society of Civil Engineers:
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- C. Ceilings and Interior Systems Construction Association:
 - 1. Cisca - Acoustical Ceilings: Use and Practice.
- D. National Fire Protection Association:
 - 1. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.
- E. Underwriters Laboratories Inc.:
 - 1. UL – Fire Resistance Directory.

1.3 SUBMITTALS

- A. Product Data: Submit data on metal grid system components, acoustic units.

1.4 QUALITY ASSURANCE

- A. Conform to Cisca requirements
- B. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum 3 years documented experience approved by manufacturer.
- C. Provide seismic design of suspended ceiling under direct supervision of Professional Engineer experienced in design of this Work and licensed at Project location.

1.6 AMBIENT CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustic unit installation.

PART 2 - PRODUCTS

2.1 SUSPENDED ACOUSTICAL CEILINGS

- A. Manufacturer and Product List:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corporation.
 - 3. Chicago Metallic Corporation.
 - 4. United States Gypsum Company.
 - 5. Prior Approved Equal.
- B. Performance / Design Criteria:
 - 1. Suspension System: Rigidly secure acoustic ceiling system including integral mechanical and electrical components with maximum deflection of 1/360 of span.
 - 2. Seismic Loads: Design and size components to withstand seismic loads and sway displacement as calculated according to ASCE 7 and applicable codes for Seismic Design Category.

2.2 COMPONENTS

- A. Acoustic Panels: ASTM E1264, conforming to the following:
 - 1. Size: 24 x 24 inches and 24 x 48 inches.
 - 2. Thickness: 5/8 inches
 - 3. Edge: Tegular Edge
 - 4. Surface Color: White.

5. Surface Finish: Non-directional fissured.

B. Grid:

1. Non-fire Rated Grid: ASTM C635, intermediate duty; exposed T; components die cut and interlocking.
2. Grid Materials: Cold rolled aluminum.
3. Exposed Grid Surface Width: 15/16 inch with reveal.
4. Perimeter Molding Width: match grid width.

2.3 ACCESSORIES

- A. Touch-up Paint: Type and color to match acoustic and grid units.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify layout of hangers will not interfere with other work.

3.2 DEMOLITION

- A. Extend existing acoustical ceiling installations using materials and methods as specified.
- B. Clean and repair existing acoustical ceilings which remain or are to be reinstalled.

3.3 INSTALLATION

- A. Lay-In Grid Suspension System:
1. Install suspension system in accordance with ASTM C635, ASTM C636 and as supplemented in this section.
 2. Install suspension system in accordance with ASTM E580/E580M and CISCA for Seismic Zone D.
 3. Locate system on room axis according to reflected plan.
 4. Install after major above ceiling work is complete. Coordinate location of hangers with other work.
 5. Install hanger clips during steel deck erection. Install additional hangers and inserts as required.
 6. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
 7. Where ducts or other equipment prevent regular spacing of hangers, reinforce nearest affected hangers and related carrying channels to span extra distance.
 8. Do not support components on main runners or cross runners when weight causes total dead load to exceed deflection capability. Support fixture loads by supplementary hangers located within 6 inches of each corner; or support components independently.
 9. Do not eccentrically load system or produce rotation of runners.

10. Perimeter Molding
 - a. Install edge molding at intersection of ceiling and vertical surfaces into bed of acoustic sealant.
 - b. Use longest practical lengths.
 - c. Miter corners.
 - d. Install at junctions with other interruptions.
11. Form expansion joints. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

3.4 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

3.5 ATTACHMENTS

- A. Office Areas: 24 x 48 inch square edge mineral acoustic units, interlocking exposed T suspension grid
- B. North Entry 24 x 24

END OF SECTION 095113

SECTION 230000 - GENERAL REQUIREMENTS OF HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. The requirements listed in this section are supplemental to the Division 01 General Requirements.
- B. It shall be the responsibility of the Mechanical Contractor to examine and refer to all Plumbing and Electrical plans and all specifications for construction conditions which may affect the scope of HVAC work. Inspect the building site and existing facilities for verification of present conditions. Make proper provisions for these conditions in performance of the work and cost thereof.
- C. Mechanical work for this project shall include all items, articles, materials and the associated labor mentioned, scheduled or shown in these specifications and in the accompanying drawings.
- D. Furnish and install all equipment, materials and any required incidental items required by good practice to complete the systems described herein.

1.2 CODES AND STANDARDS

- A. Work shall meet the requirements of the plans and specifications and shall not be less than the minimum requirements of applicable sections of the latest Codes and Standards of the following Organizations:
 - 1. American Gas Association (AGA)
 - 2. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. Sheet Metal and Air Conditioning Contractors' National Association Inc. (SMACNA)
 - 5. American Water Works Association (AWWA)
 - 6. National Electrical Code (NEC)
 - 7. National Electrical Manufacturers Association (NEMA)
 - 8. National Fire Protection Association (NFPA)
 - 9. Uniform Plumbing Code (UPC)
 - 10. Occupational Safety & Health Act (OSHA)
 - 11. Plastic Pipe Institute (PPI)
 - 12. International Mechanical Code (IMC)
 - 13. International Fuel Gas Code (IFGC)
 - 14. International Building Code (IBC)
 - 15. International Energy Conservation Code (IECC)
 - 16. Requirements of the Serving Utility Company
 - 17. Local and State Codes and Ordinances

1.3 FEES AND PERMITS

- A. The Mechanical Contractor shall pay all fees and arrange all permits required for work done under their contract and under their supervision by subcontract.
- B. All usage contracts between the Owner and the serving utilities company, such as membership and usage charges or fees, etc., for the purpose of obtaining the services for the utility company shall be applied for and paid for by the Owner.

1.4 MATERIALS AND EQUIPMENT

- A. Manufacturer's trade names and catalog numbers listed are intended to indicate the quality of equipment or materials desired. Manufacturers not listed in the specification will be considered substitutions and must have prior approval.
- B. See Division 01 for Substitutions Procedures. Requests for substitution are to be submitted sufficiently ahead of the deadline, to give ample time for examination. Prior approval request for substitution must indicate the specific item or items to be furnished in lieu of those scheduled, together with complete technical and comparative data on scheduled items and items proposed for substitution.
- C. If the engineer approves any proposed substitution, the approved product will be listed in an addendum. Bidders shall not rely on approval made in any other manner.
- D. Mechanical equipment may be installed with manufacturer's standard finish and color except where specific color, finish or choice is indicated. If the manufacturer has no standard finish, equipment shall have a prime coat and two finish coats of gray enamel.
- E. High altitude operation: Capacity of all equipment is to be sized and manufactured to perform at the elevation of the project site. If not specifically indicated in the equipment schedule or in the specifications provide all required accessories and equipment for proper operation at elevation of the project site.
- F. This Contractor shall be responsible for materials and equipment installed under this contract. Contractor shall also be responsible for the protection of materials and equipment of others from damage as a result of his work.
- G. Manufactured material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless herein specified to the contrary.
- H. This Contractor shall make the required arrangement with the General Contractor or Construction Manager for the introduction into the building of equipment too large to pass through finished openings.
- I. Store materials and equipment indoors at the job site. If this is not possible, store on raised platforms and protect from the weather by means of waterproof covers. Coverings shall permit circulation of air around the materials to prevent condensation of moisture. Screen or cap openings in equipment to prevent the entry of vermin.

1.5 INTENT OF DRAWINGS

- A. The drawings are diagrammatic and do not necessarily show exact location of piping and ductwork unless specifically dimensioned. Riser and other diagrams are schematic and do not necessarily show the physical arrangement of the equipment. They shall not be used for obtaining lineal runs of piping or ductwork, nor shall they be used for shop drawings for piping and ductwork fabrication or ordering. Discrepancies shown on different plans, or between plans and actual field conditions shall be brought to the attention of the Engineer for resolution.

1.6 RESPONSIBILITY

- A. HVAC work shall conform to requirements of all divisions 22 and 23 specifications.
- B. The Mechanical Contractor shall be responsible for the installation of a satisfactory and complete system in accordance with the intent of the drawing and specifications. Provide, at no extra cost, all incidental items, materials, accessories and labor required for completion of the work even though they are not specifically mentioned or indicated on the drawings or in the specifications.
- C. The drawings do not attempt to show complete details of the building construction which affect the mechanical installation; and reference is therefore required to the Electrical drawings and specifications and to shop drawings of all trades for additional details which affect the installation of the work covered under this Division of the Contract.
- D. Location of mechanical system components shall be checked for conflicts with openings, structural members and components of other systems having fixed locations. In the event of any conflicts, the Engineer shall be consulted, and their decision shall govern. Necessary changes shall be made at the Contractor's expense.
- E. Determine, and be responsible for, the proper location and character of inserts for hangers, chases, sleeves, and other openings in the construction required for the work and obtain this information well in advance of the construction progress so work will not be delayed.
- F. Final location of inserts, hangers, etc., required for each installation, must be coordinated with facilities required for other installations to prevent interference.
- G. Take extreme caution not to install work that connects to equipment until such time as complete Shop Drawings of such equipment have been approved by the Engineer. Any work installed by the Contractor, prior to approval of Shop Drawings, will be at the Contractor's risk.
- H. All modifications and changes required due to installation of equipment other than the scheduled equipment shall be made at the contractor's expense.
- I. It shall be the responsibility of the installing contractor to coordinate changes to work by other trades that result from the installation of equipment other than the scheduled equipment.
- J. If the provided equipment is heavier or larger than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate the required structural changes and pay for any and all associated cost.

- K. If the provided equipment has different motor characteristics or electrical requirements than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate the required changes and pay for any and all associated cost.
- L. If larger or additional electrical conduits, wire or breakers are required due to the installation of equipment other than the scheduled or specified equipment it shall be the responsibility of the installing contractor to coordinate the required changes and pay for any and all associated cost.
- M. If the provided equipment requires different fluid flow rates than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate all required changes including but not limited to pumps, piping, valves, etc. and pay for any and all associated cost.
- N. At all times during the performance of this Contract, properly protect work from damage and protect the Owner's property from injury or loss. Make good any damage, injury or loss, except such as may be directly due to errors in the Bidding Documents or caused by Agents or Employees of the Owner. Adequately protect adjacent property as provided by law and the Bidding Documents. Provide and maintain passageways, guard fences, lights and other facilities for protection required by Public Authority or Local conditions.
- O. The Contractor shall be responsible for damages incurred due to the work of their contractors, to the building or its contents, people, etc.

1.7 REVIEW

- A. All work and material is subject to review at any time by the Engineer or his representative. If the Engineer or his representative finds material that does not conform to these specifications or that is not properly installed or finished, correct the deficiencies in a manner satisfactory to the Engineer at the Contractor's expense.

1.8 WORKMANSHIP

- A. Work under this contract shall be performed by workmen skilled in the particular trade, including work necessary to properly complete the installation in a workmanlike manner to present a neat and finished appearance.
- B. Obtain Engineer's approval before performing any cutting on structural members or patching of building surfaces. Any damage to the building or equipment by the Mechanical Contractor shall be the responsibility of the Mechanical Contractor and shall be repaired by skilled craftsmen of the trades involved at the Contractor's expense.
- C. Chases, openings, sleeves, hangers, anchors, recesses, equipment pads, and framing for equipment; shall be provided by others only if so noted on the drawings. Otherwise, they will be provided by the Mechanical Contractor for their work.

1.9 COORDINATION

- A. The Mechanical Contractor shall plan their work to proceed with a minimum interference with other trades and it shall be their responsibility to inform the General Contractor of all openings required in the building structure for installation of work, and to provide sleeves as required. Dimensions of equipment installed and/or provided by others shall be checked so that correct clearances and connections may be made.
- B. In general, pipelines requiring gravity drainage shall be installed first, followed by ductwork, large piping mains and electrical conduit. The location of fire protection piping and heads shall be coordinated with other trades to ensure that installations by other trades do not block heads.
- C. Leave sufficient space for the installation of insulation on piping and ductwork as specified. It is not acceptable to compress pipe or duct insulation for any reason.

1.10 CLEANING

- A. Keep the job site clean. The Mechanical Contractor shall remove all waste and rubbish associated with their work.
- B. Upon completion of work, remove materials, scraps and debris related to mechanical work and leave all spaces including tunnels, crawlspaces, pipe or duct chases and ceiling plenums clean and orderly.
- C. The Mechanical contractor will be responsible for cleaning the exterior and interior of all equipment prior to start-up. Once all equipment has been cleaned it shall be inspected by the Engineer prior to start-up.
- D. The Mechanical Contractor shall provide dust protection of existing materials and equipment as well as new materials and equipment for the duration of the project. Protect existing materials and equipment from damage for the duration of the project. Clean the exterior and interior of all existing equipment at the completion of the project.

1.11 TEMPORARY FACILITIES

- A. Offices
 - 1. The Mechanical Contractor must have the permission of the Owner and General Contractor or Construction Manager to install a temporary office/job trailer on the project site.
 - 2. The Contractor shall completely remove his temporary installations when no longer needed and the premises shall be completely clean, disinfected, patched, and refinished to match adjacent areas.
- B. Ladders and Scaffolds
 - 1. The Mechanical Contractor shall provide their own ladders, scaffolds, etc. of substantial construction for access to their work in various portions of the building as may be required. When no longer needed, they shall be removed by the Contractor.
- C. Protection Devices

1. The Mechanical Contractor shall provide and maintain his own necessary barricades, fences, signal lights, etc., required by all governing authorities or shown on the drawings. When no longer needed, they shall be removed by the Contractor.

D. TEMPORARY FIRE PROTECTION

1. The Mechanical Contractor shall provide all necessary first aid hand fire extinguishers for Class A, B, C and special hazards as may exist in his own work area only in accordance with good and safe practice and as required by jurisdictional safety authority.

1.12 SUBMITTALS

- A. Submittals will be required for each piece of equipment, material or product as noted in the table below. All submittals shall be submitted, reviewed and all discrepancies addressed prior to ordering equipment or starting work. Any equipment ordered without having first completed the submittal process is done at the risk of the contractor. Any work performed prior to completing the submittal process is done at the risk of the contractor.

Specification Section	Product Data	Performance Data	Shop Drawing	Delegated Design	Wiring Diagram	Color Chart	Sustainability Compliance	Notes
230500	X			X				
230519	X							
230523	X							
230529	X			X				Provide Delegated Design per the requirements of this section
230548	X			X				Provide Delegated Design per the requirements of this section
230553	X							
230593								Provide T&B Certifications
230713	X	X	X				X	Provide Shop Drawings with Ductwork Plans
230716	X							
230900	X	X	X		X			Provide Shop Drawings per the requirements of this section.
232113	X							
232116	X	X						
233113		X	X	X			X	
233300	X	X						
233346	X							
233713	X	X						
238146	X	X			X		X	

B. Submittal Definitions

1. Product Data: Provide manufacturers' cut sheets that include general product information including but not limited to, model number, physical data, nominal capacities, and rough-in requirements.
2. Performance Data: Provide detailed performance and capacities based on project specific requirements including but not limited to: flow rates, capacities, pressure loss, temperatures, fan curves, pump curves, part load performance, sound data, and electrical characteristics.
3. Shop Drawings: Provide detailed drawings of the equipment showing overall dimensions, location of electrical and piping connection, location of anchorage points, location of electrical and control panels, and all operating, service and maintenance clearances.
4. Delegated Design: Provide detailed drawings prepared and stamped by a registered Professional Engineer, that detail pertinent design criteria, the materials and products to be installed and the required installation locations.
5. Wiring Diagram: Provide diagrams that identify, and detail required field wiring.
6. Color Chart: Provide a physical color chart of material samples required for selection of equipment colors.
7. Sustainability Compliance: Provide literature that indicates a products compliance with LEED or Green Globes. See Division 01 for additional information and requirements.

C. Submittal Formats:

1. Include the following information with each submittal:
 - a. Project Name
 - b. Submittal Date
 - c. Name of Engineer
 - d. Name of General Contractor or Construction Manager
 - e. Name of Sub-Contractor
 - f. Name of firm or entity that prepared the submittal
 - g. Unique Submittal Number
 - h. Type of Submittal
 - i. Specification Section
 - j. Name or Mark of equipment or material and detail or drawings reference.
2. All Submittals with the exception of color charts or material samples shall be electronically transmitted PDFs.

D. Submittal Requirements

1. Submittals shall be submitted as a complete specification section. The submittal must include all materials and equipment for that specification section. Submittals for individual materials of equipment will be rejected without review.
2. Submittals shall be complete, clearly show item used, size, dimensions, capacity, rough in, etc., as required for complete check and installation. Manufacturer's literature showing more than one item shall be clearly marked as to which item is being furnished or it will be rejected and returned without review.
3. Each submittal shall be thoroughly checked by the Contractor for compliance with the Contract Document requirements, accuracy of dimensions, relationship to the work of other trades, and conformance with sound, safe practices as to erection and installation. Each submittal shall then bear a stamp evidencing such checking and shall show corrections made, if any. Submittals requiring extensive corrections shall be revised before submission. Each submittal not stamped and signed by the Contractor evidencing such checking will be rejected and returned without review.
4. On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations. Include relevant additional

information and revisions, other than those requested on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

5. Review of the shop drawings and literature by the engineer shall not relieve the contractor for responsibility for deviations from the drawings or specifications, nor shall it relieve the contractor from responsibility for errors in the shop drawings or literature. It is the responsibility of the contractor to provide materials and equipment which meet the specifications and job requirements.

1.13 OPERATION AND MAINTENANCE MANUALS

- A. Operation and Maintenance Manuals (O&M Manuals) shall contain:
 1. Names and contact information for the Project Engineer.
 2. Names and contact information for the General Contractor or Construction Manager.
 3. Names and contact information for sub-contractors.
 4. Installation, maintenance and operating instructions for each piece of equipment.
 5. Parts lists
 6. Wiring Diagrams
 7. Equipment Start-up and inspection certificates
 8. Test and Balance Reports
 9. Commissioning Reports
 10. Copies of Equipment Warranties
 11. Copies of Submittals
 12. Record Drawings.
- B. Prior to substantial completion, submit an electronic copy of the O&M manual in PDF format to the Engineer and Owner for Review and approval. The PDF shall be one file with an index and hyperlinks to each section. Individual bound PDFs without automated navigation will be rejected. All O&M data shall be grouped by the equipment type and ordered by the specification numbering.
- C. Prior to final payment a final electronic copy of the O&M manual on an archival quality DVD as well as two printed copies, shall be furnished to the owner. Printed copies shall have commercial quality 8-1/2" x 11" 3-ring binders with tabbed dividers for each section.

1.14 AS-BUILT RECORD DRAWINGS

- A. The Contractor shall furnish to the Owner and Engineer a marked print showing the location of all concealed or underground pipe or conduit runs and other equipment installed other than as shown on the drawings. Dimension underground lines from established building lines. Indicate all installed pull boxes in conduit runs.
- B. The Contractor shall furnish to the Engineer a marked print showing the location of all mechanical equipment, piping, ductwork, diffusers, grilles, etc. The location of any item which deviates from the bid documents shall be accurately drawn and dimensioned.
- C. All underground piping and ductwork shall be dimensioned from nearest column and/or exterior walls. The location of all maintenance related items, such as duct access doors, fire dampers, isolation valves, filters, etc., shall be highlighted on the as built drawing.

1.15 PLACING SYSTEM INTO OPERATION

- A. Prior to the starting of equipment, the Mechanical Contractor shall thoroughly inspect the installation and any work completed by other trades and subcontractors to verify compliance with the contract documents.
- B. Start-up of all HVAC equipment shall be completed by factory trained representatives. At the completion of start-up, the factory representative shall submit to the Engineer, a start-up report that indicates any problems encountered, potential problems including installation issues, adjustments made or required to be made to ensure proper operation of the equipment. Any installation deficiencies identified shall be corrected at no additional cost to the owner.

1.16 OWNER TRAINING

- A. General
 - 1. The system training is intended to familiarize the Owner's operating and maintenance staff with all systems requiring maintenance. Training is to be provided after the systems are in place and operational, after issues noted during commissioning have been resolved, and before final acceptance.
 - 2. Provide second set of training sessions for automatic control systems about 6-9 months after the first sessions.
- B. Systems Requiring Training
 - 1. All mechanical, electrical, safety, standby, and automatic control systems in the project, and other systems specified elsewhere to have training.
- C. Attendance:
 - 1. Training is to be provided by contractor's representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) shall be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. The trades groups and systems typically requiring training are:
 - a. Heating Plant (Hydronic and steam heating systems, fan systems, controls)
 - b. HVAC & Refrigeration (Hydronic and or steam heating systems, refrigeration, chilled water, packaged cooling systems, packaged rooftop units, fan systems, controls)
- D. Schedule:
 - 1. Duplicate training sessions are to be provided for each training module, so that the Owner's operating personnel can be split into two groups during training. Duplicate training sessions shall be scheduled on different days. Length of training sessions will be determined by scope of training indicated below, and as coordinated with Owner after draft copy of training documents have been reviewed.
- E. Training Documentation:
 - 1. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
 - 2. Provide a copy of the following items for each person that will be attending the training sessions. Coordinate required number with the Owner.
 - a. Training agenda.

- b. Summary of new systems and existing systems affected by this project.
 - c. Summary of work performed under this project.
 - d. Control system drawings and sequences of operation.
 - e. List of important maintenance and trouble-shooting operations for all systems.
 - 3. Provide minimum of 2 copies of following items:
 - a. Contract documents including all drawings, specifications, addendums, and change orders.
- F. Training Sessions:
- 1. Assemble at location to be determined by the Owner.
 - 2. Distribute training documentation as indicated above.
 - 3. Provide classroom style training if required for orientation and discussion of new systems and existing systems affected by this project, and other issues appropriate for a classroom format.
 - 4. Visit site and review locations; and perform detailed review of operation and maintenance requirements for current systems.

1.17 WARRANTY

- A. The Contractor shall guarantee that all materials and labor installed are new and of first quality and that any material or labor found defective shall be replaced without cost to the Owner within one (1) year after substantial completion of the Contract or one (1) full season of heating and cooling operation, whichever is the greater. The guarantee shall list the date of the beginning of the one (1) year period, which shall be the date that the Substantial Completion Certificate is issued.
- B. Any damage to the building, caused by defective work or material of the Contractor within the above-mentioned period, shall be satisfactorily repaired without cost to the Owner.
- C. The guarantee does not include maintenance of equipment. The Owner shall accept full responsibility for proper operation and maintenance of equipment immediately upon substantial completion and occupancy of the building.
- D. Final acceptance by the Owner will not occur until all operating instructions are mounted in Equipment Rooms and Operating Personnel are thoroughly indoctrinated in the operation of all mechanical equipment by the Contractor.
- E. No equipment installed as part of this project shall be used for temporary heat during construction.

END OF SECTION 230000

SECTION 230500 - GENERAL PROVISIONS OF HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes the following:
 - 1. Expansion Fittings and Loops for Piping Systems
 - 2. Alignment Guides and Anchors
 - 3. Dielectric Fittings
 - 4. Pipe Sleeves
 - 5. Sleeve Seals Systems for Piping
 - 6. Silicone Sealant
 - 7. Escutcheons for Piping
 - 8. Floor Plates

1.2 SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC" for Submittal requirements.

1.3 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe and Pressure-Vessel Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

1.4 PERFORMANCE REQUIREMENTS

- A. Compatibility: Products shall be suitable for piping service fluids, materials, working pressures, and temperatures.
- B. Capability: Products to absorb 200 percent of maximum axial movement between anchors.

PART 2 - PRODUCTS

2.1 EXPANSION FITTINGS AND LOOPS FOR PIPING SYSTEMS

- A. Rubber Union Connector Expansion Joints
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Engineered Flexible Products EFP
 - b. Mason Industries, Inc.

- c. MetraFlex.
 - d. Twin City Hose.
 - e. Vibro-Acoustics
 - 2. Material: Twin reinforced-rubber spheres with external restraining cables.
 - 3. Minimum Pressure Rating: 150 psig at 170 deg F, unless otherwise indicated.
 - 4. End Connections for NPS 2 and Smaller: Threaded.
- B. Flexible-Hose Packless Expansion Joints:
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Engineered Flexible Products EFP
 - b. Mason Industries, Inc.
 - c. Metraflex Company (The).
 - d. Twin City Hose Inc.
 - e. Vibro-Acoustics
 - 2. Description: Manufactured assembly with inlet and outlet elbow fittings and two flexible-metal-hose legs joined by long-radius, 180-degree return bend or center section of flexible hose.
 - 3. Flexible Hose: Corrugated-metal inner hoses and braided outer sheaths.
 - 4. Expansion Joints for Copper Tubing NPS 2 and Smaller: Copper-alloy fittings with solder-joint end connections.
 - a. Bronze hoses and single-braid bronze sheaths with 450 psig at 70 deg F and 340 psig at 450 deg F ratings.
 - 5. Expansion Joints for Copper Tubing NPS 2-1/2 to NPS 4: Copper-alloy fittings with threaded end connections.
 - a. Stainless-steel hoses and single-braid, stainless-steel sheaths with 300 psig at 70 deg F and 225 psig at 450 deg F ratings.
 - 6. Expansion Joints for Steel Piping NPS 2 and Smaller: Carbon-steel fittings with threaded end connections.
 - a. Stainless-steel hoses and single-braid, stainless-steel sheaths with 450 psig at 70 deg F and 325 psig at 600 deg F ratings.
 - 7. Expansion Joints for Steel Piping NPS 2-1/2 to NPS 6: Carbon-steel fittings with flanged end connections.
 - a. Stainless-steel hoses and single-braid, stainless-steel sheaths with 200 psig at 70 deg F and 145 psig at 600 deg F ratings.
 - 8. Expansion Joints for DWV and Storm Drainage PVC or Cast Iron Piping NPS 2 and Smaller: Copper-alloy fittings with no hub or flanged end connections.
 - a. Bronze hoses and single-braid bronze sheaths with 450 psig at 70 deg F and 340 psig at 450 deg F ratings.
 - b. UPC listed with cleanout plugs located in the U-Bend
 - 9. Expansion Joints for DWV and Storm Drainage or Cast Iron Piping NPS 4 to NPS 8: Stainless steel fittings with no hub or flanged end connections.
 - a. Stainless-steel hoses and single-braid, stainless-steel sheaths with 300 psig at 70 deg F and 225 psig at 450 deg F ratings.
 - b. UPC listed with cleanout plugs located in the U-Bend

2.2 ALIGNMENT GUIDES AND ANCHORS

A. Alignment Guides

1. Description: Steel, factory-fabricated alignment guide, with bolted two-section outer cylinder and base for attaching to structure; with two-section guiding slider for bolting to pipe.
- B. Anchor Materials:
 1. Steel Shapes and Plates: ASTM A 36/A 36M.
 2. Bolts and Nuts: ASME B18.10 or ASTM A 183, steel hex head.
 3. Washers: ASTM F 844, steel, plain, flat washers.
 4. Mechanical Fasteners: Insert-wedge-type stud with expansion plug anchor for use in hardened portland cement concrete, with tension and shear capacities appropriate for application.
 - a. Stud: Threaded, zinc-coated carbon steel.
 - b. Expansion Plug: Zinc-coated steel.
 - c. Washer and Nut: Zinc-coated steel.
 5. Chemical Fasteners: Insert-type stud, bonding-system anchor for use with hardened portland cement concrete, with tension and shear capacities appropriate for application.
 - a. Bonding Material: ASTM C 881/C 881M, Type IV, Grade 3, two-component epoxy resin suitable for surface temperature of hardened concrete where fastener is to be installed.
 - b. Stud: ASTM A 307, zinc-coated carbon steel with continuous thread on stud, unless otherwise indicated.
 - c. Washer and Nut: Zinc-coated steel.

2.3 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
 1. Dielectric Unions are not allowed.
- C. Dielectric Flanges:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Capitol Manufacturing Company; member of the Phoenix Forge Group.
 - b. Central Plastics Company.
 - c. Matco-Norca.
 - d. Watts; a division of Watts Water Technologies, Inc.
 - e. Wilkins; a Zurn company.
 2. Standard: ASSE 1079.
 3. Factory-fabricated, bolted, companion-flange assembly.
 4. Pressure Rating: 175 psig.
 5. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric-Flange Insulating Kits:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.

- c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Nonconducting materials for field assembly of companion flanges.
 - 3. Pressure Rating: 150 psig.
 - 4. Gasket: Neoprene or phenolic.
 - 5. Bolt Sleeves: Phenolic or polyethylene.
 - 6. Washers: Phenolic with steel backing washers.
- E. PEX Dielectric Separator:
- 1. Description: 6" long section of pex piping shall be installed between dissimilar piping materials.
 - 2. Pipe Material: PEX plastic according to ASTM F 876.
 - 3. Oxygen Barrier: O₂ permeability ≤ 0.32 mg/m²/day in accordance with DIN 4726.
 - 4. Fittings: ASTM F 1960, cold expansion fittings and reinforcing rings.
 - 5. Pressure/Temperature Rating: Minimum 100 psig and 180 deg F.

2.4 SLEEVES

- A. Galvanized-Steel Sheet Pipe Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

2.5 SLEEVE-SEAL SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Advance Products & Systems, Inc.
 - 2. CALPICO, Inc.
 - 3. GPT; an EnPro Industries company.
 - 4. Metraflex Company (The).
- B. Description:
 - 1. Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.
 - 2. Designed to form a hydrostatic seal of 20-psig.
 - 3. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size.
 - 4. Pressure Plates: Composite plastic.
 - 5. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.6 ASSEMBLY PENETRATIONS

- A. All penetrations through a fire rated assembly shall be protected with an approved fire stop system in compliance with the rated assemblies as outlined in the Underwriters Laboratory Listing.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. 3M Company

- b. Holdrite
- c. Hilti

2.7 SILICONE SEALANTS

- A. Silicone, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT. Grade P Pourable (self-leveling) formulation is for opening in floors and other horizontal surfaces that are not fire rated.

2.8 ESCUTCHEONS

- A. One-Piece, Cast-Brass Type: With polished, chrome-plated finish and setscrew fastener.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.
- C. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

2.9 FLOOR PLATES

- A. One-Piece Floor Plates: Cast-iron flange with holes for fasteners.

PART 3 - EXECUTION

3.1 EXPANSION JOINT INSTALLATION

- A. Install expansion joints of sizes matching sizes of piping in which they are installed.
- B. Install expansion joint per the manufacture's written instructions.

3.2 ALIGNMENT-GUIDE AND ANCHOR INSTALLATION

- A. Install alignment guides to guide expansion and to avoid end-loading and torsional stress.
- B. Install two guide(s) on each side of pipe expansion fittings and loops. Install guides nearest to expansion joint not more than four (4) pipe diameters from expansion joint.
- C. Attach guides to pipe, and secure guides to building structure.
- D. Install anchors at locations to prevent stresses from exceeding those permitted by ASME B31.9 and to prevent transfer of loading and stresses to connected equipment.
- E. Anchor Attachments:

1. Anchor Attachment to Steel Pipe: Attach by welding. Comply with ASME B31.9 and ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 2. Anchor Attachment to Copper Tubing: Attach with pipe hangers. Use MSS SP-69, Type 24; U bolts bolted to anchor.
- F. Fabricate and install steel anchors by welding steel shapes, plates, and bars. Comply with ASME B31.9 and AWS D1.1/D1.1M.
1. Anchor Attachment to Steel Structural Members: Attach by welding.
 2. Anchor Attachment to Concrete Structural Members: Attach by fasteners. Follow fastener manufacturer's written instructions.
- G. Use grout to form flat bearing surfaces for guides and anchors attached to concrete.

3.3 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Install Dielectric fittings per the manufacturers written instructions.
- C. Install pipe hangers immediately upstream and downstream of dielectric fittings.
- D. Install isolation valves immediately upstream and downstream of dielectric fittings.
- E. Dielectric Fittings for NPS 2 and Smaller: PEX Dielectric Separator.
- F. Dielectric Fittings for NPS 2-1/2 and Larger: Dielectric Flange.

3.4 SLEEVE INTALLATION

- A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
- B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch annular clear space between piping and concrete slabs and walls.
- C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level.
 2. Using silicone sealant, seal space outside of sleeves in slabs and walls without sleeve-seal system.
- D. Fire-Resistance-Rated Penetrations, Horizontal Assembly Penetrations, and Smoke-Barrier Penetrations: Maintain indicated fire or smoke rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with fire- and smoke-stop materials.

3.5 SLEEVE-SEALS SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls at piping entries into building.
- B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal-system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.6 SLEEVE-SEAL SCHEDULE

- A. Use sleeve and sleeve-seals for the following piping-penetration applications:
 - 1. Exterior Concrete Walls Above Grade: Galvanized-Steel Sheet Pipe Sleeves with Sleeve-seal system
 - 2. Exterior Concrete Walls Below Grade: Galvanized-Steel Sheet Pipe Sleeves with Sleeve-seal system
 - 3. Interior or Exterior Concrete Slabs-on-Grade: Sleeve not required.
 - 4. Interior Concrete Slabs Above Grade: Galvanized-Steel Sheet Pipe Sleeves with Silicone Sealant or Fire calk
 - 5. Interior Partitions: Sleeve not require – fire calk penetrations of rated assemblies.

3.7 ESCUTCHEON INSTALLATION

- A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
- B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

3.8 FLOOR PLATE INSTALLATION

- A. Install floor plates for piping penetrations of equipment-room floors.
- B. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

END OF SECTION 230500

SECTION 230519 - METERS AND GAGES FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Bimetallic-actuated thermometers.
 - 2. Thermowells.
 - 3. Dial-type pressure gages.
 - 4. Gage attachments.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of meter and gage.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For meters and gages to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 BIMETALLIC-ACTUATED THERMOMETERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Ashcroft Inc.
 - 2. Miljoco Corporation.
 - 3. Tel-Tru Manufacturing Company.
 - 4. Terice, H. O. Co.
 - 5. Prior Approved Equal
- B. Standard: ASME B40.200.

- C. Case: Liquid-filled and sealed type(s); stainless steel with 3-inch nominal diameter.
- D. Dial: Nonreflective aluminum with permanently etched scale markings and scales in deg F.
- E. Connector Type(s): Union joint, adjustable angle, with unified-inch screw threads.
- F. Connector Size: 1/2 inch, with ASME B1.1 screw threads.
- G. Stem: 0.25 or 0.375 inch in diameter; stainless steel.
- H. Window: Plain glass.
- I. Ring: Stainless steel.
- J. Element: Bimetal coil.
- K. Pointer: Dark-colored metal.
- L. Accuracy: Plus or minus 1 percent of scale range.

2.2 THERMOWELLS

- A. Thermowells:
 - 1. Standard: ASME B40.200.
 - 2. Description: Pressure-tight, socket-type fitting made for insertion into piping tee fitting.
 - 3. Material for Use with Copper Tubing: CNR or CUNI.
 - 4. Material for Use with Steel Piping: CRES or CSA.
 - 5. Type: Stepped shank unless straight or tapered shank is indicated.
 - 6. External Threads: NPS 1/2, NPS 3/4, or NPS 1, ASME B1.20.1 pipe threads.
 - 7. Internal Threads: 1/2, 3/4, and 1 inch, with ASME B1.1 screw threads.
 - 8. Bore: Diameter required to match thermometer bulb or stem.
 - 9. Insertion Length: Length required to match thermometer bulb or stem.
 - 10. Lagging Extension: Include on thermowells for insulated piping and tubing.
 - 11. Bushings: For converting size of thermowell's internal screw thread to size of thermometer connection.
- B. Heat-Transfer Medium: Mixture of graphite and glycerin.

2.3 PRESSURE GAGES

- A. Direct-Mounted and Remote, Metal-Case, Dial-Type Pressure Gages:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Ashcroft Inc.
 - b. Miljoco Corporation.
 - c. Tel-Tru Manufacturing Company.
 - d. Terice, H. O. Co.
 - e. Prior Approved Equal
 - 2. Standard: ASME B40.100.

3. Case: Liquid-filled, Sealed type(s); 4-1/2-inch nominal diameter.
4. Pressure-Element Assembly: Bourdon tube unless otherwise indicated.
5. Pressure Connection: Brass, with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads and bottom-outlet type unless back-outlet type is indicated.
6. Movement: Mechanical, with link to pressure element and connection to pointer.
7. Dial: Nonreflective aluminum with permanently etched scale markings graduated in psi.
8. Pointer: Dark-colored metal.
9. Window: Glass.
10. Ring: Metal.
11. Accuracy: Grade B, plus or minus 2 percent of middle half of scale range.

2.4 GAGE ATTACHMENTS

- A. Snubbers: ASME B40.100, brass; with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads and piston or porous-metal-type surge-dampening device. Include extension for use on insulated piping.
- B. Valves: Brass or stainless-steel needle, with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install thermowells with socket extending a minimum of 2 inches into fluid and in vertical position in piping tees.
- B. Install thermowells of sizes required to match thermometer connectors. Include bushings if required to match sizes.
- C. Install thermowells with extension on insulated piping.
- D. Fill thermowells with heat-transfer medium.
- E. Install direct-mounted thermometers in thermowells and adjust vertical and tilted positions.
- F. Install remote-mounted thermometer bulbs in thermowells and install cases on panels; connect cases with tubing and support tubing to prevent kinks. Use minimum tubing length.
- G. Install direct-mounted pressure gages in piping tees with pressure gage located on pipe at the most readable position.
- H. Install remote-mounted pressure gages on panel.
- I. Install valve and snubber in piping for each pressure gage for fluids.
- J. Install thermometers in the following locations:
 1. Inlet and outlet of each domestic water heater.
 2. Inlet and outlet of each domestic hot-water storage tank.

3. Two inlets and two outlets of each heat pump.
 4. Inlet and outlet of each hydronic coil in air-handling units.
 5. Inlet and outlet of each thermal-storage tank.
 6. Inlet and outlet of each refrigeration condenser.
- K. Install pressure gages in the following locations:
1. Building water service entrance into building.
 2. Inlet and outlet of each pressure-reducing valve.
 3. Suction and discharge of each pump.
- L. Install meters and gages adjacent to machines and equipment to allow service and maintenance of meters, gages, machines, and equipment.
- M. Adjust faces of meters and gages to proper angle for best visibility.
- 3.2 THERMOMETER SCALE-RANGE SCHEDULE
- A. Heating Water Piping: 50 to 200 deg F.
 - B. Chilled Water Piping: 0 to 150 deg F.
 - C. Heat Pump Water/ Condenser Water Piping: 0 to 150 F.
- 3.3 PRESSURE-GAGE SCALE-RANGE SCHEDULE
- A. Heating Water Piping: 0 to 150 psi
 - B. Chilled Water Piping: 0 to 150 psi
 - C. Heat Pump Water/ Condenser Water Piping: 0 to 150 psi

END OF SECTION 230519

SECTION 230523 - GENERAL DUTY VALVES FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Ball Valves
 - 2. Butterfly Valves
 - 3. Bronze Gate Valves
 - 4. Iron Gate Valve
 - 5. Bronze Check Valves
 - 6. Iron Swing Check Valves
 - 7. Iron Silent Check Valves

1.2 SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance:
 - 1. ASME B1.20.1 for threads for threaded-end valves.
 - 2. ASME B16.1 for flanges on iron valves.
 - 3. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
 - 4. ASME B16.18 for solder-joint connections.
 - 5. ASME B31.1 for power piping valves.
 - 6. ASME B31.9 for building services piping valves.
- C. Bronze valves shall be made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.
- D. Refer to valve schedule articles for applications of valves.
- E. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- F. Valve Sizes: Same as upstream piping unless otherwise indicated.
- G. Valves in Insulated Piping:
 - 1. Include 2-inch stem extensions.

2. Extended operating handle of nonthermal-conductive material, and protective sleeves that allow operation of valves without breaking the vapor seals or disturbing insulation.
3. Memory stops that are fully adjustable after insulation is applied.

2.2 BRONZE BALL VALVES, TWO-PIECE WITH FULL PORT AND STAINLESS-STEEL TRIM:

A. Manufacturers: Provide products from one of the following:

1. Apollo
2. Nibco
3. Milwaukee
4. Red-White Valves
5. Watts

B. Description:

1. Standard: MSS SP-110.
2. SWP Rating: 150 psig.
3. CWP Rating: 600 psig.
4. Body Design: Two piece.
5. Body Material: Bronze.
6. Ends: Solder or Threaded.
7. Seats: PTFE.
8. Stem: Stainless steel.
9. Ball: Stainless steel, vented.
10. Port: Full.

2.3 IRON, SINGLE-FLANGE BUTTERFLY VALVES WITH ALUMINUM-BRONZE DISC:

A. Manufacturers: Provide products from one of the following:

1. Apollo
2. Milwaukee
3. Nibco
4. Dezurik
5. Red-White Valves
6. Watts

B. Description:

1. Standard: MSS SP-67, Type I.
2. CWP Rating: 150 psig.
3. Body Design: Lug type; suitable for bidirectional dead-end service at rated pressure without use of downstream flange.
4. Body Material: ASTM A 126, cast iron or ASTM A 536, ductile iron.
5. Seat: EPDM.
6. Stem: One- or two-piece stainless steel.
7. Disc: Aluminum bronze.

2.4 BRONZE GATE VALVES, NRS, CLASS 150:

- A. Manufacturers: Provide products from one of the following:
 - 1. Apollo
 - 2. Nibco
 - 3. Crane
 - 4. Milwaukee
 - 5. Red-White Valves
- B. Description:
 - 1. Standard: MSS SP-80, Type 1.
 - 2. CWP Rating: 300 psig.
 - 3. Body Material: ASTM B 62, bronze with integral seat and union-ring bonnet.
 - 4. Ends: Threaded.
 - 5. Stem: Bronze.
 - 6. Disc: Solid wedge; bronze.
 - 7. Packing: Asbestos free.
 - 8. Handwheel: Malleable iron, bronze, or aluminum.

2.5 IRON GATE VALVES, NRS, CLASS 125:

- A. Manufacturers: Provide product from one of the following:
 - 1. Apollo
 - 2. Crane
 - 3. Milwaukee
 - 4. Nibco
 - 5. Red-White Valves
 - 6. Watts
- B. Description:
 - 1. Standard: MSS SP-70, Type I.
 - 2. NPS 2-1/2 to NPS 12, CWP Rating: 200 psig.
 - 3. Body Material: ASTM A 126, gray iron with bolted bonnet.
 - 4. Ends: Flanged.
 - 5. Trim: Bronze.
 - 6. Disc: Solid wedge.
 - 7. Packing and Gasket: Asbestos free.

2.6 BRONZE SWING CHECK VALVES WITH BRONZE DISC, CLASS 125:

- A. Manufacturer: Provide products from one of the following:
 - 1. Apollo
 - 2. Crane
 - 3. Milwaukee
 - 4. Nibco
 - 5. Watts
- B. Description:
 - 1. Standard: MSS SP-80, Type 3.
 - 2. CWP Rating: 200 psig.
 - 3. Body Design: Horizontal flow.

4. Body Material: ASTM B 62, bronze.
5. Ends: Threaded or soldered. See valve schedule articles.
6. Disc: Bronze.

2.7 IRON SWING CHECK VALVES WITH METAL SEATS, CLASS 125:

- A. Manufacturers: Provide products from one of the following:
 1. Apollo
 2. Crane
 3. Milwaukee
 4. Mueller
 5. Nibco
 6. Red-White Valves
- B. Description:
 1. Standard: MSS SP-71, Type I.
 2. NPS 2-1/2 to NPS 12, CWP Rating: 200 psig.
 3. Body Design: Clear or full waterway.
 4. Body Material: ASTM A 126, gray iron with bolted bonnet.
 5. Ends: Flanged.
 6. Trim: Bronze.
 7. Gasket: Asbestos free.

2.8 IRON SILENT CHECK (GLOBE STYLE) WITH METAL SEATS, CLASS 125:

- A. Manufacturers: Provide products from one of the following:
 1. Metraflex
 2. Watts
 3. Dezurik
 4. Red-White Valves
- B. Description:
 1. Standard: MSS SP-125
 2. NPS 2-1/2 to NPS 12, CWP Rating: 200 psi
 3. Body: ASTM 125 Class B, Cast Iron.
 4. Seat: ASTM B584 Bronze Alloy
 5. Disc: ASTM B584 Bronze Alloy
 6. Spring: Stainless Steel Type 316, ASTM A 313
 7. Ends: Flanged
 8. Trim: Stainless Steel

PART 3 - EXECUTION

3.1 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.

3.2 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified SWP classes or CWP ratings are unavailable, the same types of valves with higher SWP classes or CWP ratings may be substituted.
- B. Select valves with the following end connections:
 - 1. For Copper Tubing, NPS ½" – 2" and Smaller: solder ends.
 - 2. For Steel Piping, NPS 2" and Smaller: Threaded ends.
 - 3. For Steel Piping NPS 2-1/2" and larger: Flanged or Grooved ends.

3.3 VALVE SCHEDULE

- A. Heating Water ½" – 2" NPS: Ball Valve, Solder Ends
- B. Heating Water 2-1/2" NPS and Larger: Butterfly Valve, Lug Type
- C. Heat Pump Water/ Condenser Water ½" – 2" NPS: Ball Valve, Solder Ends
- D. Heat Pump Water/ Condenser Water 2-1/2" NPS and Larger: Butterfly Valve, Lug Type

3.4 CHECK VALVE SCHEDULE

- A. Pump Discharge ½" – 2" NPS: Bronze Swing Check, Threaded or Solder Ends

END OF SECTION 230523

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal pipe hangers and supports.
 - 2. Trapeze pipe hangers.
 - 3. Thermal-hanger shield inserts.
 - 4. Fastener systems.
 - 5. Pipe positioning systems.
 - 6. Equipment supports.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 - 1. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
 - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 - 3. Design seismic-restraint hangers and supports for piping and equipment.

1.3 SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC" for submittal requirements.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following; include Product Data for components:
 - 1. Trapeze pipe hangers.
 - 2. Equipment supports.
- C. Delegated-Design Submittal: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Carbon-Steel Pipe Hangers and Supports:
 - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
 - 2. Galvanized Metallic Coatings: Pre-galvanized or hot dipped.
 - 3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
 - 4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
 - 5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.
- B. Copper Pipe Hangers:
 - 1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
 - 2. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

2.2 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

- A. Insulation-Insert Material for Cold Piping: ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength and vapor barrier.
- B. Insulation-Insert Material for Hot Piping: ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength.
- C. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- D. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- E. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.5 EQUIPMENT SUPPORTS

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

2.6 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.

2.7 Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- D. Fastener System Installation:
 - 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use

- operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- F. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- G. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- H. Install lateral bracing with pipe hangers and supports to prevent swaying.
- I. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- J. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- K. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- L. Insulated Piping:
1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
 2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 - d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
 - e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.
 5. Pipes NPS 8 and Larger: Include wood or reinforced calcium-silicate-insulation inserts of length at least as long as protective shield.

6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.3 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

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

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications.
- F. Use copper-plated pipe hangers and copper attachments for copper piping and tubing.
- G. Use padded hangers for piping that is subject to scratching.
- H. Use thermal-hanger shield inserts for insulated piping and tubing.
- I. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of non-insulated or insulated, stationary pipes NPS 1/2 to NPS 30.
 - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
 - 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
 - 4. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of non-insulated, stationary pipes NPS 1/2 to NPS 8.
 - 5. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
 - 6. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
 - 7. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
 - 8. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
 - 9. Complete Pipe Rolls (MSS Type 44): For support of pipes NPS 2 to NPS 42 if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
- J. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.

- K. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
- L. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 6. C-Clamps (MSS Type 23): For structural shapes.
 7. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- M. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- N. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
 2. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41, roll hanger with springs.
 3. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from base support.
- O. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- P. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION 230529

SECTION 230548 - VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Elastomeric isolation pads.
 - 2. Elastomeric isolation mounts.
 - 3. Restrained elastomeric isolation mounts.
 - 4. Open-spring isolators.
 - 5. Housed-spring isolators.
 - 6. Restrained-spring isolators.
 - 7. Housed-restrained-spring isolators.
 - 8. Pipe-riser resilient supports.
 - 9. Resilient pipe guides.
 - 10. Elastomeric hangers.
 - 11. Spring hangers.
 - 12. Snubbers.
 - 13. Restraint channel bracings.
 - 14. Restraint cables.
 - 15. Seismic-restraint accessories.
 - 16. Mechanical anchor bolts.

1.2 ACTION SUBMITTALS

- A. See Section 230000 "General Requirements for HVAC" for submittal requirements.
- B. Delegated-Design Submittal: For each vibration isolation and seismic-restraint device.
 - 1. Include design calculations and details for selecting vibration isolators and seismic restraints complying with performance requirements, design criteria, and analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 QUALITY ASSURANCE

- A. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- C. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on

calculations. If preapproved ratings are unavailable, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic-Restraint Loading:

1. Design seismic restraints for components for seismic design forces defined in Chapter 13 of ASCE 7-16.
 - a. Design Spectral Response Acceleration at Short Periods, See Structural Drawings for Site Specific S_{DS} Value
 - b. Component Importance Factor, $I_p = 1.0$; except for components conveying, supporting, or otherwise containing natural gas or other flammable and/or explosive contents, $I_p = 1.5$.
 - c. Component Response Modification Factor, R_p : See Table 13.6-1 of ASCE 7-16
 - d. Component Amplification Factor, a_p : See Table 13.6-1 of ASCE 7-16

2.2 ELASTOMERIC ISOLATION PADS

A. Elastomeric Isolation Pads:

1. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
2. Size: Factory or field cut to match requirements of supported equipment.
3. Pad Material: Oil and water resistant with elastomeric properties.
4. Surface Pattern: Smooth, Ribbed or Waffle pattern.
5. Infused nonwoven cotton or synthetic fibers.
6. Load-bearing metal plates adhered to pads.

2.3 ELASTOMERIC ISOLATION MOUNTS

A. Double-Deflection, Elastomeric Isolation Mounts:

1. Mounting Plates:
 - a. Top Plate: Encapsulated steel load transfer top plates, factory drilled and threaded with threaded studs or bolts.
 - b. Baseplate: Encapsulated steel bottom plates with holes provided for anchoring to support structure.
2. Elastomeric Material: Molded, oil-resistant rubber, neoprene, or other elastomeric material.

2.4 RESTRAINED ELASTOMERIC ISOLATION MOUNTS

A. Restrained Elastomeric Isolation Mounts:

1. Description: All-directional isolator with seismic restraints containing two separate and opposing elastomeric elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
 - a. Housing: Cast-ductile iron or welded steel.
 - b. Elastomeric Material: Molded, oil-resistant rubber, neoprene, or other elastomeric material.

2.5 OPEN-SPRING ISOLATORS

- A. Freestanding, Laterally Stable, Open-Spring Isolators:
 1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 5. Baseplates: Factory-drilled steel plate for bolting to structure with an elastomeric isolator pad attached to the underside. Baseplates shall limit floor load to 500 psig (3447 kPa).
 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.

2.6 HOUSED-SPRING ISOLATORS

- A. Freestanding, Laterally Stable, Open-Spring Isolators in Two-Part Telescoping Housing:
 1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 5. Two-Part Telescoping Housing: A steel top and bottom frame separated by an elastomeric material and enclosing the spring isolators.
 - a. Drilled base housing for bolting to structure with an elastomeric isolator pad attached to the underside. Bases shall limit floor load to 500 psig.
 - b. Top housing with attachment and leveling bolt.

2.7 RESTRAINED-SPRING ISOLATORS

- A. Freestanding, Laterally Stable, Open-Spring Isolators with Vertical-Limit Stop Restraint:
 1. Housing: Steel housing with vertical-limit stops to prevent spring extension due to weight being removed.
 - a. Base with holes for bolting to structure with an elastomeric isolator pad attached to the underside. Bases shall limit floor load to 500 psig.
 - b. Top plate with threaded mounting holes.
 - c. Internal leveling bolt that acts as blocking during installation.
 2. Restraint: Limit stop as required for equipment and authorities having jurisdiction.
 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.

4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.8 HOUSED-RESTRAINED-SPRING ISOLATORS

- A. Freestanding, Steel, Open-Spring Isolators with Vertical-Limit Stop Restraint in Two-Part Telescoping Housing:
1. Two-Part Telescoping Housing: A steel top and bottom frame separated by an elastomeric material and enclosing the spring isolators. Housings are equipped with adjustable snubbers to limit vertical movement.
 - a. Drilled base housing for bolting to structure with an elastomeric isolator pad attached to the underside. Bases shall limit floor load to 500 psig.
 - b. Threaded top housing with adjustment bolt and cap screw to fasten and level equipment.
 2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.9 PIPE-RISER RESILIENT SUPPORT

- A. Description: All-directional, acoustical pipe anchor consisting of two steel tubes separated by a minimum 1/2-inch- thick neoprene.
1. Vertical-Limit Stops: Steel and neoprene vertical-limit stops arranged to prevent vertical travel in both directions.
 2. Maximum Load Per Support: 500 psig on isolation material providing equal isolation in all directions.

2.10 RESILIENT PIPE GUIDES

- A. Description: Telescopic arrangement of two steel tubes or post and sleeve arrangement separated by a minimum 1/2-inch- thick neoprene.
1. Factory-Set Height Guide with Shear Pin: Shear pin shall be removable and reinsertable to allow for selection of pipe movement. Guides shall be capable of motion to meet location requirements.

2.11 ELASTOMERIC HANGERS

- A. Elastomeric Mount in a Steel Frame with Upper and Lower Steel Hanger Rods:
1. Frame: Steel, fabricated with a connection for an upper threaded hanger rod and an opening on the underside to allow for a maximum of 30 degrees of angular lower hanger-rod misalignment without binding or reducing isolation efficiency.

2. Dampening Element: Molded, oil-resistant rubber, neoprene, or other elastomeric material with a projecting bushing for the underside opening preventing steel to steel contact.

2.12 SPRING HANGERS

- A. Combination Coil-Spring and Elastomeric-Insert Hanger with Spring and Insert in Compression:
 1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
 2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 6. Elastomeric Element: Molded, oil-resistant rubber or neoprene. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
 7. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.
 8. Self-centering hanger-rod cap to ensure concentricity between hanger rod and support spring coil.

2.13 SNUBBERS

- A. Description: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.
 1. Anchor bolts for attaching to concrete shall be seismic-rated, drill-in, and stud-wedge or female-wedge type.
 2. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
 3. Maximum 1/4-inch air gap, and minimum 1/4-inch- thick resilient cushion.

2.14 RESTRAINT CHANNEL BRACINGS

- A. Description: MFMA-4, shop- or field-fabricated bracing assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.15 RESTRAINT CABLES

- A. Restraint Cables: ASTM A 603 galvanized-steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; with a minimum of two clamping bolts for cable engagement.

2.16 SEISMIC-RESTRAINT ACCESSORIES

- A. Hanger-Rod Stiffener: Reinforcing steel angle clamped to hanger rod.
- B. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.
- C. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.
- D. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- E. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.17 EXECUTION

- A. components so strength is adequate to carry present and future static and seismic loads within specified loading limits.

2.18 VIBRATION CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Coordinate the location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork.
- B. Installation of vibration isolators must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.
- C. Equipment Restraints:
 - 1. Install seismic snubbers on HVAC equipment mounted on vibration isolators. Locate snubbers as close as possible to vibration isolators and bolt to equipment base and supporting structure.
 - 2. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 3. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES that provides required submittals for component.
- D. Piping Restraints:
 - 1. Comply with requirements in MSS SP-127.
 - 2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
 - 3. Brace a change of direction longer than 12 feet.
- E. Install cables so they do not bend across edges of adjacent equipment or building structure.

- F. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES that provides required submittals for component.
- G. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- H. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- I. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- J. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
 - 4. Set anchors to manufacturer's recommended torque, using a torque wrench.
 - 5. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

2.19 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

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

2.20 ADJUSTING

- A. Adjust isolators after piping system is at operating weight.
- B. Adjust limit stops on restrained-spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.

END OF SECTION 230548

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.
 - 4. Valve Tags.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

- A. Plastic Labels for Equipment:
 - 1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
 - 2. Letter Color: White
 - 3. Background Color: Black
 - 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 - 5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
 - 6. Minimum Letter Size: 1/4 inch For name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
 - 7. Fasteners: Stainless-steel rivets or self-tapping screws.
 - 8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.
- C. All labels on equipment visible to the public/occupant shall be coordinated with the architect or engineer prior to installation.

2.2 WARNING SIGNS AND LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
- B. Letter Color: White
- C. Background Color: Red
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- F. Minimum Letter Size: 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
- G. Fasteners: Stainless-steel rivets or self-tapping screws.
- H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- I. Label Content: Include caution and warning information plus emergency notification instructions.

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1/2 inch for viewing distances up to 72 inches and proportionately larger lettering for greater viewing distances.

2.4 VALVE TAGS

- A. Description: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers, with numbering scheme approved by Engineer. Provide 5/32-inch hole for fastener.
 - 1. Material: 0.032-inch thick brass or aluminum.
 - 2. Valve-Tag Fasteners: Brass wire-link or beaded chain; or S-hook.
- B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or

space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

PART 3 - EXECUTION

3.1 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

3.2 PIPE LABEL INSTALLATION

- A. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 1. Near each valve and control device.
 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 3. Near penetrations and on both sides of through walls, floors, ceilings, and inaccessible enclosures.
 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 5. Near major equipment items and other points of origination and termination.
 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- B. Pipe Label Color Schedule:
 1. Heating Water Piping:
 - a. Background Color: Green
 - b. Letter Color: White
 2. Heat Pump Water Piping:
 - a. Background Color: Green
 - b. Letter Color: White
 3. Condenser Water Piping:
 - a. Background Color: Green
 - b. Letter Color: White

3.3 VALVE-TAG INSTALLATION

- A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; plumbing fixture supply stops; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.
 1. Valve-Tag Size and Shape: 1-1/2 inches.

2. Valve-Tag Color: Natural Brass or Aluminum.

3.4 VALVE-SCHEDULE INSTALLATION

- A. Mount valve schedule on wall in accessible location in each major equipment room.

3.5 CLEANING

- A. Clean faces of mechanical identification devices and glass frames of valve schedules.

END OF SECTION 230553

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Balancing Air Systems:
 - a. Constant-volume air systems.
 - b. Variable-air-volume systems.
 - 2. Balancing Hydronic Piping Systems:
 - a. Constant-flow hydronic systems.
 - b. Variable-flow hydronic systems.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. See Section 230000 "General Requirement of HVAC" for submittal requirements

1.4 QUALITY ASSURANCE

- A. TAB Specialists Qualifications: Certified by AABC, NEBB, TABB, or as approved by the Engineer prior to bidding.
- B. Certify TAB field data reports and perform the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard TAB contractor's forms.

- D. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- E. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."

PART 2 - PRODUCTS

2.1 Test and Balance Contractors:

- A. The following companies are pre-approved. Companies not listed below must submit for approval prior to bidding the project:
 - 1. Precision Air and Water Balance, Bozeman, MT
 - 2. RGO, Belgrade, MT
 - 3. Highlands Balancing, Bozeman, MT

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- E. Examine control valves for proper installation for their intended function of throttling, diverting, or mixing fluid flows.
- F. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- G. Examine system pumps to ensure absence of entrained air in the suction piping.
- H. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:

1. Airside:
 - a. Duct systems are complete with terminals installed.
 - b. Volume, smoke, and fire dampers are open and functional.
 - c. Clean filters are installed.
 - d. Fans are operating, free of vibration, and rotating in correct direction.
 - e. Variable-frequency controllers' startup is complete and safeties are verified.
 - f. Automatic temperature-control systems are operational.
 - g. Ceilings are installed.
 - h. Windows and doors are installed.
 - i. Suitable access to balancing devices and equipment is provided.
2. Hydronics:
 - a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
 - b. Piping is complete with terminals installed.
 - c. Water treatment is complete.
 - d. Systems are flushed, filled, and air purged.
 - e. Strainers are pulled and cleaned.
 - f. Control valves are functioning per the sequence of operation.
 - g. Shutoff and balance valves have been verified to be 100 percent open.
 - h. Pumps are started and proper rotation is verified.
 - i. Pump gage connections are installed directly at pump inlet and outlet flanges or in discharge and suction pipe prior to valves or strainers.
 - j. Variable-frequency controllers' startup is complete and safeties are verified.
 - k. Suitable access to balancing devices and equipment is provided.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" or SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 1. After testing and balancing, patch probe holes in ducts with plastic plugs.
 2. Coordinate with the mechanical insulation contractor to Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Cross-check the summation of required outlet volumes with required fan volumes.

- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
 - b. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - d. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
 - 2. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report artificial loading of filters at the time static pressures are measured.
 - 3. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 - 4. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.

5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
 1. Measure airflow of submain and branch ducts.
 2. Adjust submain and branch duct volume dampers for specified airflow.
 3. Re-measure each submain and branch duct after all have been adjusted.
- C. Adjust air inlets and outlets for each space to indicated airflows.
 1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
 2. Measure inlets and outlets airflow.
 3. Adjust each inlet and outlet for specified airflow.
 4. Re-measure each inlet and outlet after they have been adjusted.

3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Adjust the variable-air-volume systems as follows:
 1. Verify that the system static pressure sensor is located two-thirds of the distance down the duct from the fan discharge.
 2. Verify that the system is under static pressure control.
 3. Select the terminal unit that is most critical to the supply-fan airflow. Measure inlet static pressure, and adjust system static pressure control set point so the entering static pressure for the critical terminal unit is not less than the sum of the terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
 4. Calibrate and balance each terminal unit for maximum and minimum design airflow as follows:
 - a. Adjust controls so that terminal is calling for maximum airflow. Some controllers require starting with minimum airflow. Verify calibration procedure for specific project.
 - b. Measure airflow and adjust calibration factor as required for design maximum airflow. Record calibration factor.
 - c. When maximum airflow is correct, balance the air outlets downstream from terminal units.
 - d. Adjust controls so that terminal is calling for minimum airflow.
 - e. Measure airflow and adjust calibration factor as required for design minimum airflow. Record calibration factor. If no minimum calibration is available, note any deviation from design airflow.
 - f. When in full cooling or full heating, ensure that there is no mixing of hot-deck and cold-deck airstreams unless so designed.
 - g. On constant volume terminals, in critical areas where room pressure is to be maintained, verify that the airflow remains constant over the full range of full cooling to full heating. Note any deviation from design airflow or room pressure.
 5. After terminals have been calibrated and balanced, test and adjust system for total airflow. Adjust fans to deliver total design airflows within the maximum allowable fan speed listed by fan manufacturer.

- a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
 - b. Set terminals for maximum airflow. If system design includes diversity, adjust terminals for maximum and minimum airflow so that connected total matches fan selection and simulates actual load in the building.
 - c. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - d. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - e. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
6. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report any artificial loading of filters at the time static pressures are measured.
7. Set final return and outside airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
 - a. Balance the return-air ducts and inlets the same as described for constant-volume air systems.
 - b. Verify that terminal units are meeting design airflow under system maximum flow.
8. Re-measure the inlet static pressure at the most critical terminal unit and adjust the system static pressure set point to the most energy-efficient set point to maintain the optimum system static pressure. Record set point and give to controls contractor.
9. Verify final system conditions as follows:
 - a. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to match design if necessary.
 - b. Re-measure and confirm that total airflow is within design.
 - c. Re-measure final fan operating data, rpms, volts, amps, and static profile.
 - d. Mark final settings.
 - e. Test system in economizer mode. Verify proper operation and adjust if necessary. Measure and record all operating data.
 - f. Verify tracking between supply and return fans.

3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports for pumps, coils, and heat exchangers. Obtain approved submittals and manufacturer-recommended testing procedures. Crosscheck the summation of required coil and heat exchanger flow rates with pump design flow rate.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. In addition to requirements in "Preparation" Article, prepare hydronic systems for testing and balancing as follows:
 1. Check liquid level in expansion tank.
 2. Check highest vent for adequate pressure.
 3. Check flow-control valves for proper position.
 4. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
 5. Verify that motor starters are equipped with properly sized thermal protection.

6. Check that air has been purged from the system.

3.8 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. Adjust pumps to deliver total design gpm.
 1. Measure total water flow.
 - a. Position valves for full flow through coils.
 - b. Measure flow by main flow meter, if installed.
 - c. If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 2. Measure pump TDH as follows:
 - a. Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - b. Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - c. Convert pressure to head and correct for differences in gage heights.
 - d. Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow, and verify that the pump has the intended impeller size.
 - e. With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 3. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
- B. Adjust flow-measuring devices installed in mains and branches to design water flows.
 1. Measure flow in main and branch pipes.
 2. Adjust main and branch balance valves for design flow.
 3. Re-measure each main and branch after all have been adjusted.
- C. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 1. Measure flow at terminals.
 2. Adjust each terminal to design flow.
 3. Re-measure each terminal after it is adjusted.
 4. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
 5. Perform temperature tests after flows have been balanced.
- D. For systems with pressure-independent valves at terminals:
 1. Measure differential pressure and verify that it is within manufacturer's specified range.
 2. Perform temperature tests after flows have been verified.
- E. For systems without pressure-independent valves or flow-measuring devices at terminals:
 1. Measure and balance coils by either coil pressure drop or temperature method.
 2. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
- F. Verify final system conditions as follows:
 1. Re-measure and confirm that total water flow is within design.
 2. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 3. Mark final settings.

- G. Verify that memory stops have been set.

3.9 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two- and three-way control valves by setting systems at maximum flow through heat-exchange terminals, and proceed as specified above for hydronic systems.
- B. Adjust the variable-flow hydronic system as follows:
 - 1. Verify that the differential-pressure sensor is located as indicated.
 - 2. Determine whether there is diversity in the system.
- C. For systems with no diversity:
 - 1. Adjust pumps to deliver total design gpm.
 - a. Measure total water flow.
 - 1) Position valves for full flow through coils.
 - 2) Measure flow by main flow meter, if installed.
 - 3) If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 - b. Measure pump TDH as follows:
 - 1) Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - 2) Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - 3) Convert pressure to head and correct for differences in gage heights.
 - 4) Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - 5) With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 - c. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
 - 2. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - a. Measure flow in main and branch pipes.
 - b. Adjust main and branch balance valves for design flow.
 - c. Re-measure each main and branch after all have been adjusted.
 - 3. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - a. Measure flow at terminals.
 - b. Adjust each terminal to design flow.
 - c. Re-measure each terminal after it is adjusted.
 - d. Position control valves to bypass the coil and adjust the bypass valve to maintain design flow.
 - e. Perform temperature tests after flows have been balanced.
 - 4. For systems with pressure-independent valves at terminals:
 - a. Measure differential pressure and verify that it is within manufacturer's specified range.
 - b. Perform temperature tests after flows have been verified.
 - 5. For systems without pressure-independent valves or flow-measuring devices at terminals:
 - a. Measure and balance coils by either coil pressure drop or temperature method.

- b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
 6. Prior to verifying final system conditions, determine the system differential-pressure set point.
 7. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion open discharge valve 100 percent and allow variable-frequency controller to control system differential-pressure set point. Record pump data under both conditions.
 8. Mark final settings and verify that all memory stops have been set.
 9. Verify final system conditions as follows:
 - a. Re-measure and confirm that total water flow is within design.
 - b. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 - c. Mark final settings.
 10. Verify that memory stops have been set.
- D. For systems with diversity:
 1. Determine diversity factor.
 2. Simulate system diversity by closing required number of control valves, as approved by the design engineer.
 3. Adjust pumps to deliver total design gpm.
 - a. Measure total water flow.
 - 1) Position valves for full flow through coils.
 - 2) Measure flow by main flow meter, if installed.
 - 3) If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 - b. Measure pump TDH as follows:
 - 1) Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - 2) Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - 3) Convert pressure to head and correct for differences in gage heights.
 - 4) Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - 5) With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 - c. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
 4. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - a. Measure flow in main and branch pipes.
 - b. Adjust main and branch balance valves for design flow.
 - c. Re-measure each main and branch after all have been adjusted.
 5. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - a. Measure flow at terminals.
 - b. Adjust each terminal to design flow.
 - c. Re-measure each terminal after it is adjusted.
 - d. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
 - e. Perform temperature tests after flows have been balanced.

6. For systems with pressure-independent valves at terminals:
 - a. Measure differential pressure, and verify that it is within manufacturer's specified range.
 - b. Perform temperature tests after flows have been verified.
7. For systems without pressure-independent valves or flow-measuring devices at terminals:
 - a. Measure and balance coils by either coil pressure drop or temperature method.
 - b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
8. Open control valves that were shut. Close a sufficient number of control valves that were previously open to maintain diversity, and balance terminals that were just opened.
9. Prior to verifying final system conditions, determine system differential-pressure set point.
10. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion open discharge valve 100 percent and allow variable-frequency controller to control system differential-pressure set point. Record pump data under both conditions.
11. Mark final settings and verify that memory stops have been set.
12. Verify final system conditions as follows:
 - a. Re-measure and confirm that total water flow is within design.
 - b. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 - c. Mark final settings.
13. Verify that memory stops have been set.

3.10 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 1. Manufacturer's name, model number, and serial number.
 2. Motor horsepower rating.
 3. Motor rpm.
 4. Efficiency rating.
 5. Nameplate and measured voltage, each phase.
 6. Nameplate and measured amperage, each phase.
 7. Starter thermal-protection-element rating.
- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.11 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Measure, adjust, and record the following data for each water coil:
 1. Water flow rate.
 2. Water pressure drop.
 3. Airflow.
 4. Air pressure drop.
- B. Measure, adjust, and record the following data for each electric heating coil:
 1. Nameplate data.

2. Airflow.
 3. Voltage and amperage input of each phase at full load and at each incremental stage.
 4. Calculated kilowatt at full load.
 5. Fuse or circuit-breaker rating for overload protection.
- C. Measure, adjust, and record the following data for each steam coil:
1. Airflow.
 2. Air pressure drop.
 3. Inlet steam pressure.
- D. Measure, adjust, and record the following data for each refrigerant coil:
1. Airflow.
 2. Air pressure drop.
- 3.12 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS
- A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.
1. Measure and record the operating speed, airflow, and static pressure of each fan.
 2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
 3. Check the refrigerant charge.
 4. Check the condition of filters.
 5. Check the condition of coils.
 6. Check the operation of the drain pan and condensate-drain trap.
 7. Check bearings and other lubricated parts for proper lubrication.
 8. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.
- B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:
1. New filters are installed.
 2. Coils are clean and fins combed.
 3. Drain pans are clean.
 4. Fans are clean.
 5. Bearings and other parts are properly lubricated.
 6. Deficiencies noted in the preconstruction report are corrected.
- C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.
1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
 2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
 3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
 4. Balance each air outlet.

3.13 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 - 2. Air Outlets and Inlets: Plus or minus 10 percent.
 - 3. Heating-Water Flow Rate: Plus or minus 10 percent.
 - 4. Cooling-Water Flow Rate: Plus or minus 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.14 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
 - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 - 2. Include a list of instruments used for procedures, along with proof of calibration.
 - 3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
 - 1. Pump curves.
 - 2. Fan curves.
 - 3. Manufacturers' test data.
 - 4. Field test reports prepared by system and equipment installers.
 - 5. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
 - 1. Title page.
 - 2. Name and address of the TAB specialist.
 - 3. Project name.
 - 4. Project location.
 - 5. Architect's name and address.
 - 6. Engineer's name and address.
 - 7. Contractor's name and address.
 - 8. Report date.
 - 9. Signature of TAB supervisor who certifies the report.
 - 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 - 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 - 12. Nomenclature sheets for each item of equipment.
 - 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 - 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 - 15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.

- b. Conditions of filters.
 - c. Face and bypass damper settings at coils.
 - d. Settings for supply-air, static-pressure controller.
 - e. Other system operating conditions that affect performance.
- D. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
 - 1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Unit arrangement and class.
 - g. Discharge arrangement.
 - h. Sheave make, size in inches, and bore.
 - i. Center-to-center dimensions of sheave and amount of adjustments in inches.
 - j. Number, make, and size of belts.
 - k. Number, type, and size of filters.
 - 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches, and bore.
 - f. Center-to-center dimensions of sheave and amount of adjustments in inches.
 - 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.
 - e. Filter static-pressure differential in inches wg.
 - f. Preheat-coil static-pressure differential in inches wg.
 - g. Cooling-coil static-pressure differential in inches wg.
 - h. Heating-coil static-pressure differential in inches wg.
 - i. Outdoor airflow in cfm.
 - j. Return airflow in cfm.
 - k. Outdoor-air damper position.
 - l. Return-air damper position.
- E. Apparatus-Coil Test Reports:
 - 1. Coil Data:
 - a. System identification.
 - b. Location.
 - c. Coil type.
 - d. Make and model number.
 - 2. Test Data (Indicated and Actual Values):
 - a. Airflow rate in cfm.
 - b. Average face velocity in fpm.
 - c. Air pressure drop in inches wg.
 - d. Water flow rate in gpm.
 - e. Water pressure differential in feet of head or psig.

- f. Refrigerant expansion valve and refrigerant types.
 - g. Inlet steam pressure in psig.
- F. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:
 - 1. Unit Data:
 - a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Fuel type in input data.
 - g. Output capacity in Btu/h.
 - h. Motor horsepower and rpm.
 - i. Motor volts, phase, and hertz.
 - j. Motor full-load amperage and service factor.
 - 2. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm.
 - b. Entering-air static pressure in inches wg.
 - c. Leaving-air static pressure in inches wg.
 - d. Air static-pressure differential in inches wg.
 - e. Low-fire fuel input in Btu/h.
 - f. High-fire fuel input in Btu/h.
 - g. Manifold pressure in psig.
 - h. High-temperature-limit setting in deg F.
 - i. Operating set point in Btu/h.
 - j. Motor voltage at each connection.
 - k. Motor amperage for each phase.
- G. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:
 - 1. Unit Data:
 - a. System identification.
 - b. Location.
 - c. Coil identification.
 - d. Number of stages.
 - e. Connected volts, phase, and hertz.
 - f. Rated amperage.
 - g. Airflow rate in cfm.
 - 2. Test Data (Indicated and Actual Values):
 - a. Airflow rate in cfm.
 - b. Air velocity in fpm.
 - c. Voltage at each connection.
 - d. Amperage for each phase.
- H. Fan Test Reports: For supply, return, and exhaust fans, include the following:
 - 1. Fan Data:
 - a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and size.

- e. Manufacturer's serial number.
- f. Arrangement and class.
- g. Sheave make, size in inches, and bore.
- 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches, and bore.
 - f. Number, make, and size of belts.
- 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.
 - e. Suction static pressure in inches wg.
- I. Air-Terminal-Device Reports:
 - 1. Unit Data:
 - a. System and air-handling unit identification.
 - b. Location and zone.
 - c. Apparatus used for test.
 - d. Area served.
 - e. Make.
 - f. Number from system diagram.
 - g. Type and model number.
 - h. Size.
 - 2. Test Data (Indicated and Actual Values):
 - a. Airflow rate in cfm.
 - b. Air velocity in fpm.
 - c. Preliminary airflow rate as needed in cfm.
 - d. Preliminary velocity as needed in fpm.
 - e. Final airflow rate in cfm.
 - f. Final velocity in fpm.
- J. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:
 - 1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Service.
 - d. Make and size.
 - e. Model number and serial number.
 - f. Water flow rate in gpm.
 - g. Water pressure differential in feet of head or psig.
 - h. Required net positive suction head in feet of head or psig.
 - i. Pump rpm.
 - j. Impeller diameter in inches.
 - k. Motor make and frame size.
 - l. Motor horsepower and rpm.
 - m. Voltage at each connection.

- n. Amperage for each phase.
- o. Full-load amperage and service factor.
- 2. Test Data (Indicated and Actual Values):
 - a. Static head in feet of head or psig.
 - b. Pump shutoff pressure in feet of head or psig.
 - c. Actual impeller size in inches.
 - d. Full-open flow rate in gpm.
 - e. Full-open pressure in feet of head or psig.
 - f. Final discharge pressure in feet of head or psig.
 - g. Final suction pressure in feet of head or psig.
 - h. Final total pressure in feet of head or psig.
 - i. Final water flow rate in gpm.
 - j. Voltage at each connection.
 - k. Amperage for each phase.
- K. Instrument Calibration Reports:
 - 1. Report Data:
 - a. Instrument type and make.
 - b. Serial number.
 - c. Application.
 - d. Dates of use.
 - e. Dates of calibration.

3.15 DUCT TESTING

- A. Duct Testing is required for supply, return or exhaust ductwork that will operate at 3 inWC static pressure or greater.
- B. Leakage test procedures shall follow the outlines and classifications in the SMANCA HVAC Air Duct Leakage Test Manual.
- C. The Owner and mechanical engineer shall select sections of ductwork from each air handling system for duct leakage testing. The sample shall include at least five transverse joints, typical seams, and access door connections. The sample will include all medium pressure supply ductwork between the air handling unit to within 2' of the connection to variable air volume terminal units.
- D. The Air handling systems shall be tested at 3 inches w.g. and shall meet leakage Class 3.
- E. If a section fails to meet allotted leakage level, the contractor shall modify the ductwork to bring it into compliance and shall retest the section until acceptable leakage is demonstrated. One retest shall be provided by the TAB contractor. The mechanical contractor shall pay the TAB contractor for any additional retesting required.
- F. All testing and necessary repairs shall be completed prior to concealment of the ductwork.

3.16 ADDITIONAL TESTS

- A. Within 120 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

END OF SECTION 230593

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating the following duct services:
 - 1. Indoor, Duct Insulation.
- B. Related Sections:
 - 1. Section 230716 "HVAC Equipment and Piping Insulation."
 - 2. Section 233113 "Metal Ducts" for duct liners.

1.2 ACTION SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC" for submittal requirements.
- B. Provide floor plan shop drawings showing intended locations of insulation. Exposed ductwork that is to not be insulated shall be specifically noted.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.
- G. Jacketed Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.
- H. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation without factory-applied jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- C. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
 - 1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 - 4. Color: White.
- C. Breather Mastic: Water based; suitable for indoor use on above ambient services.
 - 1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: 60 percent by volume and 66 percent by weight.
 - 4. Color: White.

2.4 SEALANTS

- A. FSK and Metal Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: Aluminum.
- B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: White.

2.5 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 - 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
 - 3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.6 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Width: 3 inches.

2. Thickness: 11.5 mils.
 3. Adhesion: 90 ounces force/inch in width.
 4. Elongation: 2 percent.
 5. Tensile Strength: 40 lbf/inch in width.
 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
1. Width: 3 inches.
 2. Thickness: 6.5 mils.
 3. Adhesion: 90 ounces force/inch in width.
 4. Elongation: 2 percent.
 5. Tensile Strength: 40 lbf/inch in width.
 6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
1. Width: 2 inches.
 2. Thickness: 3.7 mils.
 3. Adhesion: 100 ounces force/inch in width.
 4. Elongation: 5 percent.
 5. Tensile Strength: 34 lbf/inch in width.

2.7 SECUREMENTS

- A. Cupped Head Weld Pins:
1. Material: Low carbon steel.
 2. Finish: Copper coated pins with galvanized washer
 3. Pin gauge: 12 Ga.
- B. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.
- C. Wire: 0.080-inch nickel-copper alloy.

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.3 PENETRATIONS

- A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
- C. Insulation Installation at Floor Penetrations:
 - 1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
 - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
 - 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 - 3. Install cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 - 4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
 - 5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.

6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
 7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.
- B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
 5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
 6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FINISHES

- A. Insulation with ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below.
- B. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Inspect ductwork, randomly selected by engineer, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.7 DUCT INSULATION SCHEDULE, GENERAL

- A. Duct insulation shall not be installed on indoor supply or return ductwork that is exposed to view in a normally occupied and conditioned space unless otherwise indicated on the drawings.
- B. Insulation materials and thicknesses for ductwork are identified in the table below. If more than one material is listed for an application, selection from materials listed is at the Contractor's option. Ductwork that is not listed below or is exposed to view shall not be insulated.

Location	Application	Insulation Type	Installed R-Value **	Vapor Barrier	Factory Installed Jacket Type
Indoor	Supply	Mineral-Fiber Blanket	6	YES	FSK
Indoor	Exhaust*	Mineral-Fiber Blanket	12	YES	FSK
Indoor	Outdoor Air	Mineral-Fiber Board	12	YES	FSK
Unconditioned Space	Supply, Return & Exhaust	Mineral-Fiber Board	12	YES	FSK

*Indoor Exhaust Ductwork shall be insulated from the penetration of the building envelope to 10ft upstream of a backdraft of shutoff damper.

** All above values are a minimum and shall be superseded by more stringent currently adopted Energy or Mechanical Code.

END OF SECTION 230713

SECTION 230716 - HVAC EQUIPMENT AND PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating requirements for equipment, piping:

1.2 SUBMITTALS

- A. See section 230000 "General Requirements of HVAC" for submittal requirements.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Equipment Insulation Schedule" "Piping Insulation Schedule," and "Duct Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

- F. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Aeroflex USA, Inc.
 - b. Armacell LLC.
 - c. K-Flex USA.
- G. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied ASJ complying with ASTM C 1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C 612, Type IB. Nominal density is 2.5 lb/cu. ft. or more. Thermal conductivity (k-value) at 100 deg F is 0.29 Btu x in./h x sq. ft. x deg F or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.
- H. Mineral-Fiber, Preformed Pipe Insulation:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Johns Manville; a Berkshire Hathaway company.
 - b. Knauf Insulation.
 - c. Owens Corning.
 - 2. Type I, 850 Deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- I. Thermal Insulating Wool:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Owens Corning
 - b. Prior Approved Equal
 - 2. Type I, 1000 Deg F Materials: Inorganic glass fibers bonded with thermosetting resin. Comply with ASTM C553, TIW Type I.

2.2 INSULATING CEMENTS

- A. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.

- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- D. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
- E. PVC Jacket Adhesive: Compatible with PVC jacket.

2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
 - 1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 - 4. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
 - 1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: 60 percent by volume and 66 percent by weight.
 - 4. Color: White.

2.5 SEALANTS

- A. Metal Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: Aluminum.
- B. ASJ Flashing Sealants, and PVC Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: White.

2.6 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 - 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.

2.7 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Johns Manville; a Berkshire Hathaway company.
 - b. P.I.C. Plastics, Inc.
 - c. Proto Corporation.
 - d. Speedline Corporation.
 - 2. Adhesive: As recommended by jacket material manufacturer.
 - 3. Color: White.
 - 4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
- C. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Childers Brand; H. B. Fuller Construction Products.
 - b. ITW Insulation Systems; Illinois Tool Works, Inc.
 - c. RPR Products, Inc.
 - 2. Sheet and roll stock ready for shop or field sizing or factory cut and rolled to size.
 - 3. Finish and thickness are indicated in field-applied jacket schedules.
 - 4. Moisture Barrier for Outdoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper or 2.5-mil-thick polysurlyn.
 - 5. Factory-Fabricated Fitting Covers:
 - a. Same material, finish, and thickness as jacket.
 - b. Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - c. Tee covers.
 - d. Flange and union covers.
 - e. End caps.
 - f. Beveled collars.
 - g. Valve covers.
 - h. Field fabricate fitting covers only if factory-fabricated fitting covers are not available.
- D. Underground Direct-Buried Jacket: 125-mil-thick vapor barrier and waterproofing membrane consisting of a rubberized bituminous resin reinforced with a woven-glass fiber or polyester scrim and laminated aluminum foil.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Pittsburgh Corning Corporation.
 - b. Polyguard Products, Inc.

2.8 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 11.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.
 - 1. Width: 2 inches.
 - 2. Thickness: 6 mils.
 - 3. Adhesion: 64 ounces force/inch in width.
 - 4. Elongation: 500 percent.
 - 5. Tensile Strength: 18 lbf/inch in width.
- C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
 - 1. Width: 2 inches.
 - 2. Thickness: 3.7 mils.
 - 3. Adhesion: 100 ounces force/inch in width.
 - 4. Elongation: 5 percent.
 - 5. Tensile Strength: 34 lbf/inch in width.

2.9 SECUREMENTS

- A. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal or closed seal.
- B. Insulation Pins and Hangers:
 - 1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place.
 - a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - b. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
 - 2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
 - a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.
- D. Wire: 0.062-inch soft-annealed, stainless steel.

2.10 CORNER ANGLES

- A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.
- B. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item as specified in insulation schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.

2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
1. Draw jacket tight and smooth.
 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
1. Vibration-control devices.
 2. Testing agency labels and stamps.
 3. Nameplates and data plates.
 4. Manholes.
 5. Handholes.
 6. Cleanouts.
- Q. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

3.3 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
 - 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.
- C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 - 4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
- F. Insulation Installation at Floor Penetrations:
 - 1. Pipe: Install insulation continuously through floor penetrations.

3.4 INSTALLATION OF EQUIPMENT, TANK, AND VESSEL INSULATION

- A. Mineral-Fiber, Pipe, and Tank Insulation Installation for Tanks and Vessels: Secure insulation with adhesive and anchor pins and speed washers.
 - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of tank and vessel surfaces.
 - 2. Groove and score insulation materials to fit as closely as possible to equipment, including contours. Bevel insulation edges for cylindrical surfaces for tight joints. Stagger end joints.
 - 3. Protect exposed corners with secured corner angles.
 - 4. Install adhesively attached or self-sticking insulation hangers and speed washers on sides of tanks and vessels as follows:
 - a. Do not weld anchor pins to ASME-labeled pressure vessels.
 - b. Select insulation hangers and adhesive that are compatible with service temperature and with substrate.

- c. On tanks and vessels, maximum anchor-pin spacing is 3 inches from insulation end joints, and 16 inches o.c. in both directions.
 - d. Do not over compress insulation during installation.
 - e. Cut and miter insulation segments to fit curved sides and domed heads of tanks and vessels.
 - f. Impale insulation over anchor pins and attach speed washers.
 - g. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 5. Secure each layer of insulation with stainless-steel or aluminum bands. Select band material compatible with insulation materials.
 6. Where insulation hangers on equipment and vessels are not permitted or practical and where insulation support rings are not provided, install a girdle network for securing insulation. Stretch pre-stressed aircraft cable around the diameter of vessel and make taut with clamps, turnbuckles, or breather springs. Place one circumferential girdle around equipment approximately 6 inches from each end. Install wire or cable between two circumferential girdles 12 inches o.c. Install a wire ring around each end and around outer periphery of center openings, and stretch pre-stressed aircraft cable radially from the wire ring to nearest circumferential girdle. Install additional circumferential girdles along the body of equipment or tank at a minimum spacing of 48 inches o.c. Use this network for securing insulation with tie wire or bands.
 7. Stagger joints between insulation layers at least 3 inches.
 8. Install insulation in removable segments on equipment access doors, manholes, handholes, and other elements that require frequent removal for service and inspection.
 9. Bevel and seal insulation ends around manholes, handholes, ASME stamps, and nameplates.
 10. For equipment with surface temperatures below ambient, apply mastic to open ends, joints, seams, breaks, and punctures in insulation.
- B. Flexible Elastomeric Thermal Insulation Installation for Tanks and Vessels: Install insulation over entire surface of tanks and vessels.
1. Apply 100 percent coverage of adhesive to surface with manufacturer's recommended adhesive.
 2. Seal longitudinal seams and end joints.
- C. Insulation Installation on Pumps:
1. Fabricate metal boxes lined with insulation. Fit boxes around pumps and coincide box joints with splits in pump casings. Fabricate joints with outward bolted flanges. Bolt flanges on 6-inch centers, starting at corners. Install 3/8-inch-diameter fasteners with wing nuts. Alternatively, secure the box sections together using a latching mechanism.
 2. Fabricate boxes from galvanized steel, at least 0.050 inch thick.
 3. For below ambient services, install a vapor barrier at seams, joints, and penetrations. Seal between flanges with replaceable gasket material to form a vapor barrier.

3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:

1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 INSTALLATION OF MINERAL-FIBER PREFORMED PIPE INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Fittings, Joints and Couplings:

1. All piping fittings shall be insulated by filling the total void over all fittings between straight runs of pipe insulation with thermal insulating wool, forming a uniform insulation thickness equal to, or exceeding, the adjacent pipe insulation.
2. Finish all insulated pipe fittings by applying PVC fitting covers overlapping the adjacent pipe insulation outer covering.
3. For hot service piping (105F and above), secure the PVC fitting covers stainless steel tack fasteners.
4. For cold service piping (60F and below), seal the ends of the adjacent pipe insulation with vapor barrier mastic, ensure that the PVC fitting cover overlaps the adjacent pipe insulation jacket by 2" minimum and secure PVC fitting covers to adjacent pipe insulation with 2" wide PVC Tape.
5. Fitting covers for grooved piping systems shall be the type specifically manufactured for grooved piping systems.

3.7 INSULATION INSTALLATION ON VALVES AND PIPE SPECIALTIES

- A. Install removable insulation covers on all valves and specialties 1-1/2" and larger.
 - 1. Valves, Strainers, and Unions 1-1/2 – 2 NPS: "No Sweat" re-usable valve covers or approved equal product.
 - 2. Valves, Strainers and Unions 2-1/2" and larger use removable insulation jackets from Thermaxx or prior approved manufacturer.

3.8 FIELD-APPLIED JACKET INSTALLATION

- A. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.
 - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- B. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.
- C. Where underground direct-buried jacket are indicated, install per the manufacturers instructions.

3.9 FINISHES

- A. Insulation with ASJ or Other Paintable Jacket Material and where Required: Paint jacket with paint system identified.
 - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- C. Do not field paint aluminum or PVC jacketing.

3.10 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Inspect field-insulated equipment, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each type of equipment defined in the "Equipment Insulation Schedule" Article. For large equipment, remove only a portion adequate to determine compliance.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.11 PIPING INSULATION SCHEDULE

- A. Insulation materials and thicknesses for HVAC piping are identified in the table below. If more than one material is listed for an application, selection from materials listed is at the Contractor's option.

Application	Nominal Pipe Size	Insulation Type	Insulation Conductivity (Btu x in) / (hr x ft ² x F)	Insulation Thickness (in)	Vapor Barrier	Factory Installed Jacket Type
Hydronic Systems Above 105°F - 140°F	¾-1-1/4 NPS	Glass Fiber or Flexible Elastomeric	0.27	1	No	ASJ
Hydronic Systems 105°F - 140°F	1-1/2 – 12 NPS	Glass Fiber or Flexible Elastomeric	0.27	1-1/2	No	ASJ
Hydronic Systems Above 140°F	¾ - 1-1/4 NPS	Glass Fiber or Flexible Elastomeric	0.27	1-1/2	No	ASJ
Hydronic Systems Above 140°F	1-1/2 – 12 NPS	Glass Fiber or Flexible Elastomeric	0.27	2	No	ASJ
Hydronic Systems 40°F - 60°F	1/2–1-1/4 NPS	Glass Fiber or Flexible Elastomeric	0.27	1/2	Yes	ASJ
Hydronic Systems 40°F - 60°F	1-1/2–8 NPS	Glass Fiber or Flexible Elastomeric	0.27	1	Yes	ASJ

3.12 FIELD APPLIED JACKETING SCHEDULE

- A. Field applied jackets for HVAC piping are identified in the table below. If more than one material is listed for an application, selection from materials listed is at the Contractor's option.

Application	Installation Location	Field Applied Jacketing
Hydronic Piping	Indoors	PVC when piping is exposed and within 7ft of the floor.

END OF SECTION 230716

SECTION 230900 - HVAC CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes systems for monitoring and controlling for HVAC systems.
- B. The HVAC controls shall consist of a system of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, accessories, and software connected to distributed controllers operating in multiuser, multitasking environment and programmed to control mechanical systems. A PC or handheld device (tablet) permits interface with the network via dynamic color graphics with each mechanical system, building floor plan, and control device depicted by point-and-click graphics.

1.2 SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC for additional submittal requirements.
- B. Product Data: For each control device.
- C. Shop Drawings:
 - 1. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve, if included in Project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing same point.
 - f. Elementary wiring diagrams of controls for HVAC equipment motor circuits including interlocks, switches, relays and interface to DDC controllers.
 - g. Narrative sequence of operation.
 - h. Graphic sequence of operation, showing all inputs and output logical blocks.
 - 2. DDC system network riser diagram indicating the following:
 - a. Each device connected to network with unique identification for each.
 - b. Interconnection of each different network in DDC system.
 - c. For each network, indicate communication protocol, speed and physical means of interconnecting network devices, such as copper cable type, or optical fiber cable type. Indicate raceway type and size for each.
 - d. Each network port for connection of an operator workstation or other type of operator interface with unique identification for each.
 - 3. DDC system electrical power riser diagram indicating the following:

- a. Each point of connection to field power with requirements (volts/phase/hertz/amperes/connection type) listed for each.
- b. Each control power supply including, as applicable, transformers, power-line conditioners, transient voltage suppression and high filter noise units, DC power supplies, and UPS units with unique identification for each.
- c. Each product requiring power with requirements (volts/phase/hertz/amperes/connection type) listed for each.
- d. Power wiring type and size, race type, and size for each.
- 4. Monitoring and control signal diagrams indicating the following:
 - a. Control signal cable and wiring between controllers and I/O.
 - b. Point-to-point schematic wiring diagrams for each product.
 - c. Control signal tubing to sensors, switches and transmitters.
 - d. Process signal tubing to sensors, switches and transmitters.
- 5. Color graphics indicating the following:
 - a. Itemized list of color graphic displays to be provided.
 - b. For each display screen to be provided, a true color copy showing layout of pictures, graphics and data displayed.
 - c. Intended operator access between related hierarchical display screens.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data

- 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Project Record Drawings of as-built versions of submittal Shop Drawings provided in electronic PDF format.
 - b. As-built versions of submittal Product Data.
 - c. Names, addresses, e-mail addresses and 24-hour telephone numbers of Installer and service representatives for DDC system and products.
 - d. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control and changing set points and variables.
 - e. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
 - f. List of recommended spare parts with part numbers and suppliers.
 - g. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware including computer equipment and sensors.
 - h. Complete original-issue copies of furnished software, including operating systems, custom programming language, operator workstation software, and graphics software.
 - i. Licenses, guarantees, and warranty documents.
 - j. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.
 - k. Owner training materials

1.4 COORDINATION

A. Pre-engineering Conference

1. Prior to preparation of submittals and within 45 days of the award of the general construction contract, a pre-engineering conference will be conducted at the offices of the owner. The purpose and scope of this conference is to have the Temperature Controls Contractor present their proposed systems, architecture and communications protocols such that the basic architecture/configuration, communications and combined systems capabilities can be determined and approved
2. Attendees at this conference, at a minimum, shall be the Temperature Controls Contractor's application engineer/programmer, the Engineer, The Owner's representative(s) the commissioning agent, and, at the contractor's option, any other sub-contractors or general contractors representatives deemed appropriate
3. A minimum of four (4) hours shall be allocated for this conference.

B. Pre-installation Conference

1. The purpose and scope of this conference is to have the Temperature Controls Contractor present their systems, programs, graphics and basic methods of operation of the system for review and approval. This conference shall include a "walk through" of all of the graphics screens, the logic and programming, the final system architecture, the final review of the sequence of operations and any other topics that may arise. The contractor shall make the presentation using a laptop and a projector to present the actual programs, graphics and logic that is contained on the programming computer specific to this project.
2. This Conference shall be scheduled approximately 30 days prior to starting of any HVAC equipment or installation of any programming into the building controllers on-site.
3. Attendees at this conference, at a minimum, shall be the Temperature Controls Contractor's application engineer/programmer, the Engineer, The Owner's representative(s) the commissioning agent, and, at the contractor's option, any other sub-contractors or general contractors representatives deemed appropriate
4. A minimum of eight (8) hours shall be allocated for this conference

C. Pre-Demonstration Conference

1. Prior to demonstration of the system to the Owner, the Temperature Control Contractor shall meet with the owner to discuss how the system will be started, tested and demonstrated. Prior to or during this conference, the contractor shall provide the owner with a schedule of all proposed demonstrations, training, starting, testing and commissioning activities.

1.5 TESTING AND BALANCING

- A. The temperature control contractor shall have a technician present at the jobsite during testing and balancing of the HVAC systems to assist with making adjustment to the system.

1.6 WIRING

- A. All low and live voltage wiring required by the HVAC Controls shall be the responsibility of the Temperature Controls Contractor. All low voltage wiring must be installed by direct employees of the Temperature Control Contractor. The installation of low voltage wiring may not be sub-contracted. The Temperature Control Contractor shall coordinate the installation of line voltage wiring required by the HVAC controls with the project electrical contractor. All wiring shall comply with the provisions in Division 26 and current local codes.

- B. All low and line voltage wiring required by the HVAC controls shall be installed in conduit. Installation of all conduit required by the HVAC Controls shall be installed by the Temperature Controls Contractor and in accordance with 260533 "Raceways and Boxes for Electrical Systems". Low and line voltage wiring shall be installed in separate conduits.

1.7 UNITERUPTABLE POWER SUPPLIES (UPS)

- A. Provide uninterruptable power supply and surge protector for all digital control systems to prevent power surges and short-term power outages (less than 5 min) from affecting stability of control systems.

1.8 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Installing contractor shall specialize in performing Work of this section with minimum three years documented experience approved by manufacturer.
- C. Installing contractor shall be a franchised or direct representative of the control system manufacturer.
- D. System shall be that of a contractor who regularly designs, installs and services HVAC temperature control systems as their primary function and must have a history of at least six years in that field.
- E. The installing contractor shall have operated a permanent office for at least the past two years within 200 miles of the job site. The company shall have not less than three factory certified resident personnel who provide engineering, design, installation, troubleshooting and maintenance services.
- F. The contractor shall provide ability to respond in person with factory certified personnel within 24 hours of a service call from the owner, regardless of time of day, day of week, holiday or other factors. The contractor shall also demonstrate ability to respond to an owner service call via telephone and/or e-mail within two hours, regardless of time of day, day of week, holiday or other factors.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace products that fail in materials or workmanship within specified warranty period.
 - 1. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner.
 - 2. Include updates or upgrades to software and firmware if necessary to resolve deficiencies.
 - a. Install updates only after receiving Owner's written authorization.

3. Warranty service shall occur during normal business hours and commence within 24 hours of Owner's warranty service request.
4. Warranty Period: Two year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DDC SYSTEM INSTALLERS

- A. The following companies are pre-approved. Companies not listed below must submit for approval prior to bidding the project:
 1. Johnson Controls, Inc.; Controls Group.
- B. Provide a complete temperature control system including all required sensors, actuators, switched, relays, valves, dampers, controllers, user interfaces and programming required for a complete system and to provide the functionality listed in the sequence of operations.
- C. The temperature control system shall allow the building owner to remotely access the control system to monitor and make adjustments.
- D. The Temperature Control Contractor shall coordinate the connection of the Control system to the owner's network and the internet.
- E. The Temperature Control Contractor shall maintain a remote connection to the control system to assist the owner with monitoring, adjusting and troubleshooting for a period of 1 year following substantial completion.

2.2 NETWORK AREA CONTROLLER (NAC)

- A. The contractor shall be responsible for programming the existing Network Area Controller (NAC) to accommodate the additional functions as part of this contract.
- B. The Network Area Controller (NAC) shall provide the interface between the LAN or WAN and the field control devices, and provide global supervisory control functions over the control devices connected to the NAC. It shall execute application control programs to provide:
 1. Calendar functions
 2. Scheduling
 3. Trending
 4. Alarm monitoring and routing
 5. Time synchronization
 6. Integration of LonWorks controller data and BACnet controller data
 7. Network Management functions for all LonWorks based devices
- C. Control equipment and network failures shall be treated as alarms and annunciated.
- D. Alarms shall be annunciated in any of the following manners as defined by the user:
 1. Screen message text
 2. Email of the complete alarm message to multiple recipients. Provide the ability to route and email alarms based on:

- a. Day of week
 - b. Time of day
 - c. Recipient
 3. Pagers via paging services that initiate a page on receipt of email message
 4. Graphic with flashing alarm object(s)
 5. Printed message, routed directly to a dedicated alarm printer
 6. Dial up to a secondary security office.
- E. The following shall be recorded by the NAC for each alarm (at a minimum):
1. Time and date
 2. Location (building, floor, zone, room number, etc.)
 3. Equipment (air handler #, accessway, etc.)
 4. Acknowledge time, date, and user who issued acknowledgement.
 5. Number of occurrences since last acknowledgement.
- F. Alarm actions may be initiated by user defined programmable objects created for that purpose.
- G. Defined users shall be given proper access to acknowledge any alarm, or specific types or classes of alarms defined by the user.
- H. A log of all alarms shall be maintained by the NAC and/or a server (if configured in the system) and shall be available for review by the user.
- I. Provide a “query” feature to allow review of specific alarms by user defined parameters.
- J. A separate log for system alerts (controller failures, network failures, etc.) shall be provided and available for review by the user.
- K. An Error Log to record invalid property changes or commands shall be provided and available for review by the user.
- L. The NAC shall collect data for any property of any object and store this data for future use.
- M. The data collection shall be performed by log objects, resident in the NAC that shall have, at a minimum, the following configurable properties:
1. Designating the log as interval or deviation.
 2. For interval logs, the object shall be configured for time of day, day of week and the sample collection interval.
 3. For deviation logs, the object shall be configured for the deviation of a variable to a fixed value. This value, when reached, will initiate logging of the object.
 4. For all logs, provide the ability to set the maximum number of data stores for the log and to set whether the log will stop collecting when full, or rollover the data on a first-in, first-out basis.
 5. Each log shall have the ability to have its data cleared on a time-based event or by a user-defined event or action.
 6. Trends shall be set with an appropriate interval and cache to review system operation
 7. Analog values should trend at a minimum of 650 values at a 15-minute interval.
 8. Binary values shall trend 1 week of expected cycles.
- N. All log data shall be stored in a relational database in the NAC.

- O. Note that the contractor will configure the system, tailored to the Owner's request, to archive logs to the server automatically based upon one or more of the four criteria above. This will be determined at the pre-installation conference.

2.3 GRAPHICAL USER INTERFACE

- A. Operating System: To run on the latest release of Windows or MAC OS.
- B. Provide programming as necessary to create the additional graphics.
- C. Graphics shall provide "quick links" or "jump tags" from an operating graphic directly to a trend, by left clicking on the numerical value to be trended.
- D. The system graphics shall be expanded and organized so as to provide a logical, functional grouping of data on each graphical page(s) with pertinent information and functional devices for each system. Each page shall have "buttons" which will be for linking or navigating to all the other screens created for this system. This includes links to the scheduling and alarm functions in the system. On all pages, each button will display a red flashing condition if an alarm exists on its respective system depicted on that screen.
- E. Graphics shall include:
 - 1. Graphics shall be dynamic, indicating status of fans, pumps, dampers and valves.
 - 2. All outputs shall be overridable.
 - 3. All overridden points shall be indicated as such on the graphic.
 - 4. All setpoints shall be adjustable on the respective graphics page. Include an option to return to a default setpoint.
 - 5. All logs of inputs and outputs shall be accessed by clicking on the point.
- F. At a minimum, the graphical pages shall be arranged as follows. The final layout and grouping of the pages and points shall be determined at the pre-engineering conference, and this shall be used as a basic guideline for graphical page creation.
 - 1. Main Page – The existing main page shall include "link buttons" to all other pages added to the system. These buttons may be arranged along the top, bottom, or side of the page, and also may be arranged as a menu "tree" along the side of the page. The "menu tree" will provide access to other pages such as alarm pages, scheduling functions, log/trend functions, etc.
 - 2. Provide an overall graphics page showing the new controls with links to individual pages. Show clearly if the north or south zone is in a heating or cooling mode. All temperature points shall be shown on the graphics.
 - 3. At a minimum, the following type of equipment or systems shall have graphics pages.
 - a. Heat Pumps: Air and Water Source
 - b. Terminal Units: VAV Boxes, Cabinet Heaters, Unit Heaters, Chilled Beams, Fancoils, etc.
 - c. Floor Plan Layout showing all equipment.

2.4 DDC CONTROLLERS

- A. DDC system shall consist of a combination of network controllers, programmable application controllers and application-specific controllers to satisfy performance requirements indicated.

- B. DDC controllers shall perform monitoring, control, energy optimization and other requirements indicated.
- C. DDC controllers shall use a multitasking, multiuser, real-time digital control microprocessor with a distributed network database and intelligence.
- D. Each DDC controller shall be capable of full and complete operation as a completely independent unit and as a part of a DDC system wide distributed network.
- E. DDC Controller Spare I/O Point Capacity: Include 10% spare I/O point capacity for each controller.
- F. Maintenance and Support: Include the following features to facilitate maintenance and support:
 - 1. Mount microprocessor components on circuit cards for ease of removal and replacement.
 - 2. Means to quickly and easily disconnect controller from network.
 - 3. Means to quickly and easily access connect to field test equipment.
 - 4. Visual indication that controller electric power is on, of communication fault or trouble, and that controller is receiving and sending signals to network.

2.5 PROGRAMMABLE APPLICATION CONTROLLERS

- A. General Programmable Application Controller Requirements:
 - 1. Include adequate number of controllers to achieve performance indicated.
 - 2. Controller shall have enough memory to support its operating system, database, and programming requirements.
 - 3. Data shall be shared between networked controllers and other network devices.
 - 4. Operating system of controller shall manage input and output communication signals to allow distributed controllers to share real and virtual object information and allow for central monitoring and alarms.
 - 5. Controllers shall have a real-time clock.
 - 6. Controller shall continually check status of its processor and memory circuits. If an abnormal operation is detected, controller shall assume a predetermined failure mode and generate an alarm notification.
 - 7. Controllers shall be fully programmable.
- B. Communication:
 - 1. Programmable application controllers shall communicate with other devices on network.
- C. Operator Interface:
 - 1. Controller shall be equipped with a service communications port for connection to a portable operator's workstation or mobile device.
 - 2. Local Keypad and Display:
 - a. Equip controller with local keypad and digital display for interrogating and editing data.
 - b. Use of keypad and display shall require security password.
- D. Serviceability:
 - 1. Controller shall be equipped with diagnostic LEDs or other form of local visual indication of power, communication, and processor.

2. Wiring and cable connections shall be made to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
3. Controller shall maintain BIOS and programming information in event of a power loss for at least 72 hours.

2.6 APPLICATION-SPECIFIC CONTROLLERS

- A. Description: Microprocessor-based controllers, which through hardware or firmware design are dedicated to control a specific piece of equipment. Controllers are not fully user-programmable but are configurable and customizable for operation of equipment they are designed to control.
 1. Capable of standalone operation and shall continue to include control functions without being connected to network.
 2. Data shall be shared between networked controllers and other network devices.
- B. Communication: Application-specific controllers shall communicate with other application-specific controller and devices on network, and to programmable application and network controllers.
- C. Operator Interface: Controller shall be equipped with a service communications port for connection to a portable operator's workstation. Connection shall extend to port on space temperature sensor that is connected to controller.
- D. Serviceability:
 1. Controller shall be equipped with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
 2. Wiring and cable connections shall be made to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
 3. Controller shall use nonvolatile memory and maintain all BIOS and programming information in event of power loss.

2.7 TEMPERATURE SENSORS AND THERMOSTATS

- A. Room Thermostat: Electric, solid state, microprocessor based with the following features:
 1. Heat / Cool auto change over.
 2. 40 – 90 F range
 3. +/- 2°F user adjustment.
 4. Insulated back.
 5. Manual un-occupied model override button.
 6. Integral service jack.
 7. Thermostats shall not display the room temperature.
- B. Room Temperature Sensors: Blank face, space temperature sensors
 1. Insulated Back
 2. Stainless steel face plate
- C. Line-Voltage, On-Off Thermostats: Bimetal-actuated, open contact or bellows-actuated, enclosed, snap-switch or equivalent solid-state type, with heat anticipator; listed for electrical

rating; with concealed set-point adjustment, 55 to 85 deg F set-point range, and 2 deg F maximum differential.

1. Electric Heating Thermostats: Equip with off position on dial wired to break ungrounded conductors.
2. Selector Switch: Integral, manual on-off-auto.

D. Remote-Bulb Thermostats: On-off or modulating type, liquid filled to compensate for changes in ambient temperature; with copper capillary and bulb, unless otherwise indicated.

1. Bulbs in water lines with separate wells of same material as bulb.
2. Bulbs in air ducts with flanges and shields.
3. Averaging Elements: Copper tubing with either single- or multiple-unit elements, extended to cover full width of duct or unit; adequately supported.
4. Scale settings and differential settings are clearly visible and adjustable from front of instrument.
5. On-Off Thermostat: With precision snap switches and with electrical ratings required by application.
6. Modulating Thermostats: Construct so complete potentiometer coil and wiper assembly is removable for inspection or replacement without disturbing calibration of instrument.

2.8 DUCT AND PIPE TEMPERATURE SENSORS, TRANSMITTERS

A. Immersion Thermostat (Aquastat): Remote-bulb or bimetal rod-and-tube type, proportioning action with adjustable throttling range and adjustable set point.

B. Airstream Thermostats: Two-pipe, fully proportional, single-temperature type; with adjustable set point in middle of range, adjustable throttling range, plug-in test fitting or permanent pressure gage, remote bulb, bimetal rod and tube, or averaging element.

C. Electric, Low-Limit Duct Thermostat: Snap-acting, single-pole, single-throw, manual (freezestat use) or automatic- reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or below set point.

1. Bulb Length: Minimum 20 feet.
2. Quantity: One thermostat for every 20 sq. ft. of coil surface.

D. Electric, High-Limit Duct Thermostat: Snap-acting, single-pole, single-throw, automatic- reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or above set point.

1. Bulb Length: Minimum 20 feet.
2. Quantity: One thermostat for every 20 sq. ft. of coil surface.

2.9 DAMPERS

A. AMCA-rated, opposed-blade design; 0.108-inch- minimum thick, galvanized-steel or 0.125-inch- minimum thick, extruded-aluminum frames with holes for duct mounting; damper blades shall not be less than 0.064-inch- thick galvanized steel with maximum blade width of 8 inches and length of 48 inches.

- B. Secure blades to 1/2-inch- diameter, zinc-plated axles using zinc-plated hardware, with nylon blade bearings, blade-linkage hardware of zinc-plated steel and brass, ends sealed against spring-stainless-steel blade bearings, and thrust bearings at each end of every blade.
- C. Operating Temperature Range: From minus 40 to plus 200 deg F.
- D. Edge Seals, Standard Pressure Applications: Closed-cell neoprene.
- E. Edge Seals, Low-Leakage Applications: Use inflatable blade edging or replaceable rubber blade seals and spring-loaded stainless-steel side seals, rated for leakage at less than 10 cfm per sq. ft. of damper area, at differential pressure of 4-inch wg when damper is held by torque of 50 in. x lbf; when tested according to AMCA 500D.

2.10 ACTUATORS

- A. Electronic Actuators: Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
- B. Valves: Size for torque required for valve close off at maximum pump differential pressure.
- C. Dampers: Size for running torque required for the damper.
- D. Coupling: V-bolt and V-shaped, toothed cradle.
- E. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
- F. Fail-Safe Operation: Mechanical, spring-return mechanism. Provide external, manual gear release on nonspring-return actuators.
- G. Temperature Rating: Minus 22 to plus 122 deg F.
- H. Run Time: 12 seconds open, 5 seconds closed.

2.11 VALVES

- A. Determine control valve sizes and flow coefficients by ISA 75.01.01.
- B. Control valve characteristics and rangeability shall comply with ISA 75.11.01.
- C. Selection Criteria:
 - 1. Fail positions unless otherwise indicated:
 - a. Chilled Water: Close.
 - b. Condenser Water: Open.
 - c. Heat Recovery: Close.
 - d. Heating Hot Water: Open.
 - e. Steam: Close.
- D. Ball-Style Control Valves (2-way)
 - 1. Pressure Rating for NPS 1 and Smaller: Nominal 600 WOG.

2. Pressure Rating for NPS 1-1/2 through NPS 2: Nominal 400 WOG.
 3. Close-off Pressure: 200 psig.
 4. Process Temperature Range: Zero to 212 deg F.
 5. Body and Tail Piece: Cast bronze ASTM B 61, ASTM B 62, ASTM B 584, or forged brass with nickel plating.
 6. End Connections: Threaded (NPT) ends.
 7. Ball: 300 series stainless steel.
 8. Stem and Stem Extension:
 - a. Material to match ball.
 - b. Blowout-proof design.
 - c. Sleeve or other approved means to allow valve to be opened and closed without damaging the insulation or the vapor barrier seal.
 9. Ball Seats: Reinforced PTFE.
 10. Stem Seal: Reinforced PTFE packing ring with a threaded packing ring follower to retain the packing ring under design pressure with the linkage removed. Alternative means, such as EPDM O-rings, are acceptable if an equivalent cycle endurance can be demonstrated by testing.
 11. 2-Way Flow Characteristic: Equal percentage.
 12. 3-Way Flow Characteristics:
 - a. A-Port: Equal percentage.
 - b. B-Port: Modified for constant common port flow.
- E. Butterfly-Style Control Valves (2-Way)
1. Performance:
 - a. Bi-directional bubble tight shutoff at 250 psig.
 - b. Comply with MSS SP-67 or MSS SP-68.
 - c. Rotation: Zero to 90 degrees.
 - d. Linear or modified equal percentage flow characteristic.
 2. Body: Cast iron ASTM A 126, Class B, ductile iron ASTM A 536 or cast steel ASTM A 216/A 216M WCB fully lugged, suitable for mating to ASME B16.5 flanges.
 3. Disc: 316 stainless steel.
 4. Shaft: 316 or 17-4 PH stainless steel.
 5. Seat: Reinforced EPDM or reinforced PTFE with retaining ring.
 6. Shaft Bushings: Reinforced PTFE or stainless steel.
 7. Replaceable seat, disc, and shaft bushings.
 8. Corrosion-resistant nameplate indicating:
 - a. Manufacturer's name, model number, and serial number.
 - b. Body size.
 - c. Body and trim materials.
 - d. Flow arrow.
- F. Ball-Style Control Valves (3-way)
1. Pressure Rating for NPS 1 and Smaller: Nominal 600 WOG.
 2. Pressure Rating for NPS 1-1/2 through NPS 2: Nominal 400 WOG.
 3. Close-off Pressure: 200 psig.
 4. Process Temperature Range: Zero to 212 deg F.
 5. Body and Tail Piece: Cast bronze ASTM B 61, ASTM B 62, ASTM B 584, or forged brass with nickel plating.
 6. End Connections: Threaded (NPT) ends.
 7. Ball: 300 series stainless steel.
 8. Stem and Stem Extension:

- a. Material to match ball.
 - b. Blowout-proof design.
 - c. Sleeve or other approved means to allow valve to be opened and closed without damaging the insulation or the vapor barrier seal.
 9. Ball Seats: Reinforced PTFE.
 10. Stem Seal: Reinforced PTFE packing ring with a threaded packing ring follower to retain the packing ring under design pressure with the linkage removed. Alternative means, such as EPDM O-rings, are acceptable if an equivalent cycle endurance can be demonstrated by testing.
 11. 3-Way Flow Characteristics:
 - a. A-Port: Equal percentage.
 - b. B-Port: Modified for constant common port flow.
- G. Butterfly-Style Control Valves (3-Way)
1. Arrangement: Two valves mated to a fabricated tee with interconnecting mechanical linkage.
 2. Performance:
 - a. Bi-directional bubble tight shutoff at 250 psig.
 - b. Comply with MSS SP-67 or MSS SP-68.
 - c. Rotation: Zero to 90 degrees.
 - d. Linear or modified equal percentage flow characteristic.
 3. Body: Cast iron ASTM A 126, Class B, ductile iron ASTM A 536 or cast steel ASTM A 216/A 216M WCB fully lugged, suitable for mating to ASME B16.5 flanges.
 4. Disc: 316 stainless steel.
 5. Shaft: 316 or 17-4 PH stainless steel.
 6. Seat: Reinforced EPDM or reinforced PTFE seat with retaining ring.
 7. Shaft Bushings: Reinforced PTFE or stainless steel.
 8. Replaceable seat, disc, and shaft bushings.
 9. Corrosion-resistant nameplate indicating:
 - a. Manufacturer's name, model number, and serial number.
 - b. Body size.
 - c. Body and trim materials.
 - d. Flow arrow.

2.12 STATUS SENSORS

- A. Status Inputs for Fans: Differential-pressure switch with pilot-duty rating and with adjustable range of 0- to 5-inch wg.
- B. Status Inputs for Pumps: Differential-pressure switch with pilot-duty rating and with adjustable pressure-differential range of 8 to 60 psig, piped across pump.
- C. Status Inputs for Electric Motors: Comply with ISA 50.00.01, current-sensing fixed- or split-core transformers with self-powered transmitter, adjustable and suitable for 175 percent of rated motor current.
- D. Voltage Transmitter (100- to 600-V ac): Comply with ISA 50.00.01, single-loop, self-powered transmitter, adjustable, with suitable range and 1 percent full-scale accuracy.

- E. Power Monitor: 3-phase type with disconnect/shorting switch assembly, listed voltage and current transformers, with pulse kilowatt hour output and 4- to 20-mA kW output, with maximum 2 percent error at 1.0 power factor and 2.5 percent error at 0.5 power factor.
- F. Current Switches: Self-powered, solid-state with adjustable trip current, selected to match current and system output requirements.
- G. Electronic Valve/Damper Position Indicator: Visual scale indicating percent of travel and 2- to 10-V dc, feedback signal.
- H. Water-Flow Switches: Bellows-actuated mercury or snap-acting type with pilot-duty rating, stainless-steel or bronze paddle, with appropriate range and differential adjustment, in NEMA 250, Type 1 enclosure.

2.13 CONTROL WIRE AND CABLE

- A. Wire: Single conductor control wiring above 24 V.
 - 1. Wire size shall be at least No. 18 AWG. Size all conductors for load and distance.
 - 2. Conductor shall be 7/24 soft annealed copper strand with 2- to 2.5-inch lay.
 - 3. Conductor insulation shall be 600 V, Type THWN or Type THHN, and 90 deg C according to UL 83.
 - 4. Conductor colors shall be black (hot), white (neutral), and green (ground).
 - 5. Furnish wire on spools.
- B. Single Twisted Shielded Instrumentation Cable above 24 V:
 - 1. Wire size shall be a minimum No. 18 AWG. Size all conductors for load and distance.
 - 2. Conductors shall be a twisted, 7/24 soft annealed copper strand with a 2- to 2.5-inch lay.
 - 3. Conductor insulation shall have a Type THHN/THWN or Type TFN rating.
 - 4. Shielding shall be 100 percent type, 0.35/0.5-mil aluminum/Mylar tape, helically applied with 25 percent overlap, and aluminum side in with tinned copper drain wire.
 - 5. Outer jacket insulation shall have a 600-V, 90-deg C rating and shall be Type TC cable.
 - 6. For twisted pair, conductor colors shall be black and white. For twisted triad, conductor colors shall be black, red and white.
 - 7. Furnish wire on spools.
- C. Single Twisted Shielded Instrumentation Cable 24 V and Less:
 - 1. Wire size shall be a minimum No. 18 AWG. Size all conductors for load and distance.
 - 2. Conductors shall be a twisted, 7/24 soft annealed copper stranding with a 2- to 2.5-inch lay.
 - 3. Conductor insulation shall have a nominal 15-mil thickness, constructed from flame-retardant PVC.
 - 4. Shielding shall be 100 percent type, 1.35-mil aluminum/polymer tape, helically applied with 25 percent overlap, and aluminum side in with tinned copper drain wire.
 - 5. Outer jacket insulation shall have a 300-V, 105-deg C rating and shall be Type PLTC cable.
 - 6. For twisted pair, conductor colors shall be black and white. For twisted triad, conductor colors shall be black, red and white.
 - 7. Furnish wire on spools.

- D. LAN and Communication Cable: Comply with DDC system manufacturer requirements for network being installed.
 - 1. Cable shall be balanced twisted pair.
 - 2. Cable shall be plenum rated.
 - 3. Cable shall comply with NFPA 70.
 - 4. Cable shall have a unique color that is different from other cables used on Project.

2.14 CONTROL POWER WIRING AND RACEWAYS

- A. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" electrical power conductors and cables.
- B. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for electrical power raceways and boxes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for products to verify actual locations of connections before installation.
 - 1. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.
 - 2. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.
- B. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 DDC SYSTEM INTERFACE WITH OTHER SYSTEMS AND EQUIPMENT

- A. Communication Interface to Equipment with Integral Controls:
 - 1. DDC system shall have communication interface with equipment having integral controls and having a communication interface for remote monitoring or control.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Verify location of thermostats, humidistats, and other exposed control sensors with Drawings and room details before installation. Field verify the installation of thermostats and humidistats with the architect and engineer prior to installation. Unless otherwise directed, install room thermostats 48 inches above the floor to comply with accessibility requirements. Install all other devices 60 inches above the floor.

- B. Install Blank Face room temperature sensors in public areas, corridors and entries.
- C. Install products to satisfy more stringent of all requirements indicated.
- D. Install products level, plumb, parallel, and perpendicular with building construction.
- E. Support products, tubing, piping wiring and raceways.
- F. If codes and referenced standards are more stringent than requirements indicated, comply with requirements in codes and referenced standards.
- G. Fabricate openings and install sleeves in ceilings, floors, roof, and walls required by installation of products. Before proceeding with drilling, punching, and cutting, check for concealed work to avoid damage. Patch, flash, grout, seal, and refinish openings to match adjacent condition.
- H. Firestop Penetrations Made in Fire-Rated Assemblies: Comply with requirements in Section 078413 "Penetration Firestopping."
- I. Seal penetrations made in acoustically rated assemblies. Comply with requirements in Section 079200 "Joint Sealants."
- J. Fastening Hardware:
 - 1. Stillson wrenches, pliers, and other tools that damage surfaces of rods, nuts, and other parts are prohibited for work of assembling and tightening fasteners.
 - 2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
 - 3. Lubricate threads of bolts, nuts and screws with graphite and oil before assembly.
- K. If product locations are not indicated, install products in locations that are accessible and that will permit service and maintenance from floor, equipment platforms, or catwalks without removal of permanently installed furniture and equipment.
- L. The temperature control contractor shall coordinate with the electrical contractor to provide dedicated electrical circuits to power the components of the temperature control system. It shall be the responsibility of the temperature control contractor to pay for all work associated with providing power for the temperature control system.
- M. All low and line voltage cabling shall be installed in conduit. Minimum trade size shall be 3/4".

3.4 CONTROLLER INSTALLATION

- A. Install controllers in enclosures to comply with indicated requirements.
- B. Connect controllers to field power supply and to UPS units where indicated.
- C. Install controller with latest version of applicable software and configure to execute requirements indicated.
- D. Test and adjust controllers to verify operation of connected I/O to achieve performance indicated requirements while executing sequences of operation.

- E. Installation of Network Controllers:
 - 1. Quantity and location of network controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 - 2. Install controllers in a protected location that is easily accessible by operators.
 - 3. Top of controller shall be within 72 inches of finished floor.
- F. Installation of Programmable Application Controllers:
 - 1. Quantity and location of programmable application controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 - 2. Install controllers in a protected location that is easily accessible by operators.
 - 3. Top of controller shall be within 72 inches of finished floor.
- G. Application-Specific Controllers:
 - 1. Quantity and location of application-specific controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 - 2. For controllers not mounted directly on equipment being controlled, install controllers in a protected location that is easily accessible by operators.

3.5 ELECTRIC POWER CONNECTIONS

- A. Connect electrical power to DDC system products requiring electrical power connections.
- B. Design of electrical power to products not indicated with electric power is delegated to DDC system provider and installing trade. Work shall comply with NFPA 70 and other requirements indicated.
- C. Comply with requirements in Section 262816 "Enclosed Switches and Circuit Breakers" for electrical power circuit breakers.
- D. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for electrical power conductors and cables.
- E. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for electrical power raceways and boxes.

3.6 NETWORK INSTALLATION

- A. Install balanced twisted pair cable when connecting between Network controllers located in same building.
- B. Install cable in continuous raceway.
 - 1. Where indicated on Drawings, cable trays may be used for copper cable in lieu of conduit.

3.7 NETWORK NAMING AND NUMBERING

- A. All HVAC devices utilizing the MSU campus network must be connected to the HVAC VPN, unless specifically allowed to do otherwise.

- B. All HVAC devices on the HVAC VPN using BACnet communication protocols must adhere to the following addressing standards for proper operation.
- C. BACnet Network Number: (Range 0 – 65535):
 - 1. The BACnet Standard requires that all devices on the same network segment, follow the SAME network numbering structure to avoid conflicts. In the case of the HVAC VPN subnet at MSU, even though it serves multiple buildings across campus, it is currently configured as one network segment.
 - 2. There are three types of physical networks (IP, Ethernet, MS/TP) in the BACnet architecture. Given the current configuration of the MSU HVAC subnet, the only networks capable of utilizing unique network numbers would be MS/TP trunks, because their physical network segment falls beneath their parent Ethernet or IP device, thereby isolating them.
- D. BACnet IP Network Number (all devices): 10001.
- E. BACnet Ethernet Network Number (all devices): 20001.
- F. BACnet MS/TP Network Numbers. Five Digit Network Number, with digits as follows:
 - 1. Digit 1:
 - a. 3 or higher for MS/TP network type.
 - 2. Digits 2, 3, and 4:
 - a. Three-digit building number. MSU will provide this number for each building.
 - 3. Digit 5:
 - a. Instance/trunk number. First MS/TP trunk could be 0, tenth trunk could be 9.
 - b. Note that if you exceed 10 MS/TP trunks, then you can start the 11th by increasing the digit 1 (mentioned above) from 3 to 4 in order to allow more MS/TP trunks.
- G. BACnet Device Addressing: (Range 0 – 4194303):
 - 1. Digit 1:
 - a. Range 0 to 3, starting with 1 for Bozeman campus.
 - 2. Digits 2, 3, and 4:
 - a. Three-digit building number. Always use three digits, even if building number is less than 100. (Range 0 - 999)
 - 3. Digit 5:
 - a. Building network instance number (Range 1 to 9). If there are more than 9 subnets, then you can increase the value of digit 1 by 1 and start over.
 - 4. Digits 6 and 7:
 - a. Device ID. This is actually an extension of Digit 5, so that the device ID is actually a three-digit number 100-199, 200-299, etc.

3.8 CONTROL WIRE, CABLE AND RACEWAYS INSTALLATION

- A. Comply with NECA 1.
- B. Wire and Cable Installation:
 - 1. Comply with installation requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
 - 2. Comply with installation requirements in Section Spec Section 260533 "Raceways and Boxes for Electrical Systems"

3. Comply with installation requirements in Section 270528 "Pathways for Communications Systems".
4. Comply with installation requirements in Section 271313 "Communications Copper Backbone Cabling."
5. Wiring pathways for mechanical controls shall be separate from network cabling pathways.
6. Install cables with protective sheathing that is waterproof and capable of withstanding continuous temperatures of 90 deg C with no measurable effect on physical and electrical properties of cable.
 - a. Provide shielding to prevent interference and distortion from adjacent cables and equipment.
7. Provide strain relief.
8. Terminate wiring in a junction box.
 - a. Clamp cable over jacket in junction box.
 - b. Individual conductors in the stripped section of the cable shall be slack between the clamping point and terminal block.
9. Terminate field wiring and cable not directly connected to instruments and control devices having integral wiring terminals using terminal blocks.
10. Install signal transmission components according to IEEE C2, REA Form 511a, NFPA 70, and as indicated.
11. Use shielded cable to transmitters.
12. Use shielded cable to temperature sensors.
13. Perform continuity and meager testing on wire and cable after installation.

C. Conduit Installation:

1. Comply with Section "260533 "Raceways and Boxes for Electrical Systems" for control-voltage conductors.

3.9 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.10 MAINTENANCE SERVICE

- A. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by DDC system manufacturer's authorized service representative. Include monthly preventive maintenance, repair or replacement of worn or defective components, cleaning, calibration and adjusting as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

3.11 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two year(s).

- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two year(s) from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
 - 1. Upgrade Notice: At least 30 days to allow Owner to schedule and access system and to upgrade computer equipment if necessary.

3.12 DEMONSTRATION

- A. Engage a factory-authorized service representative with complete knowledge of Project-specific system installed to train Owner's maintenance personnel to adjust, operate, and maintain DDC system.
- B. Training Documentation:
 - 1. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
 - 2. Provide a copy of the following items for each person that will be attending the training sessions. Coordinate required number with the Owner.
 - a. Training agenda.
 - b. Summary of new systems and existing systems affected by this project.
 - c. Summary of work performed under this project.
 - d. Control system drawings and sequences of operation.
 - e. List of important maintenance and trouble-shooting operations for all systems.
 - 3. Provide minimum of 2 copies of following items:
 - a. Contract documents including all drawings, specifications, addendums, and change orders.

3.13 TRAINING SESSIONS:

- 1. Assemble at location to be determined by the Owner.
- 2. Distribute training documentation as indicated above.
- 3. Provide classroom style training if required for orientation, discussion of new systems and existing systems affected by this project, and other issues appropriate for a classroom format.
- 4. Visit site and review locations, and perform detailed review of operation and maintenance requirements for current systems.

END OF SECTION 230900

SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes pipe and fitting materials and joining methods for the following:

1. Copper tube and fittings.
2. Steel pipe and fittings.
3. Plastic pipe and fittings.
4. Joining materials.
5. Transition fittings.

1.2 SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC" for submittal requirements.

1.3 QUALITY ASSURANCE

- A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:
1. Closed Loop Hydronic System Piping: 150 psig at 200 deg F.
 2. Makeup-Water Piping: 80 psig at 73 deg F.
 3. Condensate-Drain Piping: 200 deg F.
 4. Blowdown-Drain Piping: 200 deg F.
 5. Air-Vent Piping: 200 deg F.
 6. Safety-Valve-Inlet and -Outlet Piping: Equal to the pressure of the piping system to which it is attached.

2.2 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tubing: ASTM B 88, Type L.
- B. Annealed-Temper Copper Tubing: ASTM B 88, Type K.

- C. DWV Copper Tubing: ASTM B 306, Type DWV.
- D. Wrought-Copper Pressure Fittings: ASTM B75, NSF/ANSI 61 and 372, ASME B16.22.
- E. Wrought-Copper Unions: ASTM B75, NSF/ANSI 61 and 372, ASME B16.22.
- F. Copper-Tube, Pressure-Seal-Joint Fittings:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Apollo Valves.
 - b. NIBCO INC.
 - c. Viega LLC.
 - 2. Fittings: Cast-brass, cast-bronze, or wrought-copper with EPDM O-ring seal in each end.
 - 3. Minimum 200-psig working-pressure rating at 250 deg F.

2.3 STEEL PIPE AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; welded and seamless, Grade B, and wall thickness as indicated in "Piping Applications" Article.
- B. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in "Piping Applications" Article.
- C. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in "Piping Applications" Article.
- D. Grooved Mechanical-Joint Fittings and Couplings:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Anvil.
 - b. Grinnell.
 - c. Tyco.
 - 2. General: Two piece fittings made from ASTM A 536, Grade 65-45-12 ductile iron. Gaskets shall be EPDM for -30F to 250F operating temperatures, grade to suit the intended service and conforms to ASTM D-2000. Bolts shall be zinc plated (ASTM B-633) heat treated carbon steel track head and conform to ASTM A-449 and ASTM A-183, minimum tensile strength 110,000 psi.
 - 3. Rigid Couplings: Shall provide system rigidity and support and hanging in accordance with ANSI B31.1, B31.9 and NFPA 13.
 - 4. Flexible Couplings: Shall not be used unless specifically specified to prevent vibration isolation or stress relief.

5. Grooved End Fittings: Cast ductile Iron conforming to ASTM A-536, Grade 65-45-12 with alkyd enamel finish or hot dipped galvanized.

2.4 PLASTIC PIPE AND FITTINGS

- A. CPVC Plastic Pipe: ASTM F 441/F 441M, with wall thickness as indicated in "Piping Applications" Article.

1. CPVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM F 438 for Schedule 40 pipe; ASTM F 439 for Schedule 80 pipe.

- B. Polypropylene (PPR-CT) Pipe:

1. Manufacturers: Subject to compliance with requirements, **[provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:**

- a. Asahi/America
- b. IPEX USA LLC
- c. Niron / Harrington Plastics

2. Source Limitations: Obtain polypropylene (PP-R and PP-RCT) pipe from single manufacturer.

3. Description: ASTM F2389; pipe pressure rating to comply with temperature and pressure ratings of code requirements for the applicable service.

- a. Polypropylene Fittings: ASTM F2389, socket fusion, butt fusion, electrofusion, or fusion outlet fittings to be used for fusion-welded joints between pipe and fittings.
- b. Mechanical fittings and transition fittings to be used where transitions are made to other piping materials or to valves and appurtenances.
- c. Polypropylene pipe is to be unthreaded. Threaded transition fittings in accordance with ASTM F2389 to be used where a threaded connection is required.

- C. Smoke and Fire Ratings:

1. Where indicated on Drawings that a plenum-rated piping system is required, the pipe is to be wrapped and/or insulated with fiberglass or mineral wool pipe insulation; field installed.
 - a. The system is to have a flame-spread classification of less than 25 and smoke-developed rating of less than 50.
 - b. Pipe, wrap, or insulation as a system to comply with the requirements of CAN/ULC-S102.2, ASTM E84, or UL 2846.
 - c. For insulation required for thermal and condensation conditions, see Section 230719 "HVAC Piping Insulation."

- D. PEX

1. Manufacturers:

- a. Uponor
- b. Rehau
- c. Watts Radiant

2. Performance:

- a. PEX piping and fittings shall meet the following pressure and temperature ratings:

- b. 1. 200 degrees F at 80 psi.
 - c. 2. 180 degrees F at 100 psi.
 - d. 3. 73.4 degrees F at 160 psi.
- 3. Pipe: PEX-a or PEX-b that conforms to ASTM 876 and ASTM 877 with oxygen-diffusion barrier that meets DIN 4726.
- 4. Show compliance with NFPA 90A requirements of flame spread/smoke development rating of 25/50 in accordance with ASTM E84.
- 5. Fittings: Use fittings approved by the tubing manufacturer
 - a. ASTM F1960 cold-expansion fitting manufactured from the following material types:
 - 1) Lead-free (LF) Brass or 20 percent glass-filled polysulfone as specified in ASTM D6394. Fittings of the same type and material shall be use throughout the installation.
 - 2) Reinforcing cold-expansion rings shall be manufactured from the same source as PEX-a piping manufacturer.
 - b. Fittings shall Copper Alloy and designed to work with either ASTM F1807 crimp rings or ASTM F2098 cinch clamps or a Compression ferrule, and are designed to be used with ASTM F876 (SDR-9) rated PEX tubing.

2.5 JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness unless otherwise indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.
- F. Welding Filler Metals: Comply with AWS D10.12M/D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- G. Solvent Cements for CPVC Piping: ASTM F 493.
- H. Solvent Cements for PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2.6 TRANSITION FITTINGS

- A. Plastic-to-Metal Transition Fittings:
 1. One-piece fitting with one threaded brass or copper insert and one solvent-cement-joint end of material and wall thickness to match plastic pipe material.
- B. Plastic-to-Metal Transition Unions:
 1. Brass or copper end, solvent-cement-joint end of material and wall thickness to match plastic pipe material, rubber gasket, and threaded union.

PART 3 - EXECUTION

3.1 PIPING SCHEDULE

- A. Piping system materials are identified in the table below. If more than one material is listed, selection from the materials listed is at the Contractor's option.

Application	Location	Size	Material	Fittings
Condenser Water Piping (CDS/CDR)	Indoor, Above Ground	½" to ¾"	Type L Copper SCH 40 Steel SDR7.4 PP-RCT PEX	Copper: Soldered Wrought Copper, Steel: Threaded malleable Iron, PP-RCT: Manufacturer's approved connection method
Condenser Water Piping (CDS/CDR)	Indoor, Above Ground	1" to 2"	Type L Copper SCH 40 Steel SDR 11 PP-RCT	Copper: Soldered Wrought Copper, Steel: Threaded malleable Iron, PP-RCT: Manufacturer's approved connection method
Condenser Water Piping (CDS/CDR)	Indoor, Above Ground	2-½" & larger	SCH 40 Steel SDR 11 PP-RCT	Steel: Welded/Flanged, malleable Iron PP-RCT: Manufacturer's approved connection method

3.2 PIPING INSTALLATIONS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- L. Install drains, consisting of a tee fitting, NPS 3/4 ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- M. Reduce pipe sizes using eccentric reducer fitting installed with level side up.
- N. Install branch connections to mains using tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.
- O. Install valves according to the following:
 - 1. 230523 "General Duty Valves for HVAC"
 - 2. 2302116 "Hydronic Piping Specialties"
- P. Install unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- Q. Install flanges in piping, NPS 2-1/2 and larger, at final connections of equipment and elsewhere as indicated.
- R. Install shutoff valve immediately upstream of each dielectric fitting.
- S. Comply with requirements in Section 230500 "General Provisions of HVAC" for installation of expansion loops, expansion joints, anchors, and pipe alignment guides.
- T. Comply with requirements in Section 230500 "General Provisions of HVAC" for identifying piping.
- U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230500 "General Provisions of HVAC".

- V. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230500 "General Provisions of HVAC".
- W. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230500 "General Provisions of HVAC".
- X. When PPR-CT piping is installed in systems with pumps in excess of 7.5 HP, piping shall be protected from excessive heat generated by operating the pump at shut-off conditions. Where the possibility exists that the pump will operate with no flow, the protection method shall be a temperature relief valve or comparable level of protection, set to a maximum temperature of 185°F.
- Y. Fire stopping for PP-RCT piping shall be provided to both be compatible with the PP-R piping and meet the requirements of ASTM E 814 or ULC S115, "Fire Tests of Through-Penetration Firestops". Pipe insulations or fire resistive coating shall be removed where the pipe passes through a fire stop and, if required by the firestop manufacturer, for 3 inches beyond the firestop outside of the fire barrier.
- Z. Where PP-RCT pipe will be exposed to direct UV light for more than 30 days, it shall be provided with a Factory applied, UV-resistant coating or alternative UV protection.
- AA. PP-RCT piping installed in air plenums, shall be wrapped and/or insulated with standard, field installed pipe insulation. The pipe wrap or insulation shall meet the requirements of CAN/ULC-S102.2-03 or ASTM E84. The system shall have a Flame Spread Classification of less than 25 and Smoke Development rating of less than 50.

3.3 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric nipples or PEX separator.
- C. Dielectric Fittings for NPS 2-1/2 and Larger: Use dielectric flange kits.

3.4 HANGERS AND SUPPORTS

- A. Comply with requirements in Section 230529 "Hangers and Supports for HVAC Piping and Equipment" for hanger, support, and anchor devices. Comply with the following requirements for maximum spacing of supports.
- B. Comply with requirements in Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraints.
- C. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
 - 2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet or longer.

3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 4. Spring hangers to support vertical runs.
 5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
 6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.
- D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:
1. NPS 3/4: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 2. NPS 1: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 3. NPS 1-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 4. NPS 2: Maximum span, 10 feet; minimum rod size 3/8 inch.
 5. NPS 2-1/2: Maximum span, 11 feet; minimum rod size 3/8 inch.
 6. NPS 3 and Larger: Maximum span, 12 feet; minimum rod size 3/8 inch.
- E. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
1. NPS 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 2. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 4. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 5. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 6. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 7. NPS 3 and Larger: Maximum span, 10 feet; minimum rod size, 3/8 inch.
- F. Plastic Piping Hanger Spacing:
1. NPS 1/2 to NPS 1: Maximum span, 32 inches; minimum rod size, 1/2 inch.
 2. NPS 1-1/4 and larger: Maximum span, 4 feet; minimum rod size, 3/8 inch.
- G. Support vertical runs at roof, at each floor, and at 10-foot intervals between floors. Plastic pipe shall have a mid-story guide.
- H. Support vertical runs of piping to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

3.5 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

- D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8/A5.8M.
- E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- G. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
 - 3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
 - 4. PVC Nonpressure Piping: Join according to ASTM D 2855.
- H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-end-pipe couplings.
- I. Mechanically Formed, Copper-Tube-Outlet Joints: Use manufacturer-recommended tool and procedure, and brazed joints.
- J. Pressure-Seal Joints: Use manufacturer-recommended tools and procedure. Leave insertion marks on pipe after assembly.
- K. PPR-CT Fusion Joints:
 - 1. Install fittings and joints using socket-fusion, electrofusion, or butt-fusion as applicable for the fitting or joint type. All fusion-weld joints shall be made in accordance with the pipe and fitting manufacturer's specifications and product standards.
 - 2. Fusion-weld tooling, welding machines, and electrofusion devices shall be as specified by the pipe and fittings manufacturer.
 - 3. Prior to joining, the pipe and fittings shall be prepared in accordance with ASTM F 2389 and the manufacturer's specifications.
 - 4. Joint preparation, setting and alignment, fusion process, cooling times and working pressure shall be in accordance with the pipe and fitting manufacturer's specifications.
- L. PEX Joints:
 - 1. Install in accordance with manufacturer's published installation manual and/or published guidelines and final drawings.

2. At connections and fittings, use a plastic pipe cutter to ensure square and clean cuts, and join pipes immediately or cap ends of pipe to seal from contaminants.

3.6 TERMINAL EQUIPMENT CONNECTIONS

- A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.
- B. Install control valves in accessible locations close to connected equipment.
- C. Install ports for pressure gages and thermometers at coil inlet and outlet connections. Comply with requirements in Section 230519 "Meters and Gages for HVAC Piping."

3.7 CHEMICAL TREATMENT

- A. Utilize a water-treatment specialist with a minimum of 5 years of experience in water chemical treatment to perform an analysis of makeup water to determine type and quantities of chemical treatment needed to keep system free of scale, corrosion, and fouling, and to sustain the following water characteristics:
- B. Fill system with fresh water and add liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products from piping. Circulate solution for a minimum of 24 hours, drain, clean strainer screens, and refill with fresh water.
- C. Add initial chemical treatment and maintain water quality in ranges noted below for the first year of operation.
- D. Closed hydronic systems shall have the following water qualities:
 1. pH: Maintain a value within 9.0 to 10.5.
 2. "P" Alkalinity: Maintain a value within 100 to 500 ppm.
 3. Boron: Maintain a value within 100 to 200 ppm.
 4. Chemical Oxygen Demand: Maintain a maximum value of 100 ppm.
 5. Soluble Copper: Maintain a maximum value of 0.20 ppm.
 6. TSS: Maintain a maximum value of 10 ppm.
 7. Ammonia: Maintain a maximum value of 20 ppm.
 8. Free Caustic Alkalinity: Maintain a maximum value of 20 ppm.
- E. Install glycol solutions that are compatible with aluminum boiler heat exchangers.
- F. Install manufactured inhibited glycol solutions.
- G. Freeze/burst protected piping systems filled with required percentage of glycol shall be mixed with deionized water as recommended by the approved glycol manufacturer. Verify with glycol manufacturer for actual installation instructions.
- H. Fill systems that have antifreeze or glycol solutions with the following concentrations:
 1. Condenser Piping: Minimum of 30 percent propylene glycol.

3.8 FIELD QUALITY CONTROL

A. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

B. Perform the following tests on hydronic piping:

1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
3. Isolate expansion tanks and determine that hydronic system is full of water.
4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times the "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
6. Prepare written report of testing.

C. Perform the following before operating the system:

1. Open manual valves fully.
2. Inspect pumps for proper rotation.
3. Set makeup pressure-reducing valves for required system pressure.
4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
5. Set temperature controls so all coils are calling for full flow.
6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
7. Verify lubrication of motors and bearings.

END OF SECTION 232113

SECTION 232116 - HYDRONIC PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes special-duty valves and specialties for the following:
 - 1. Hydronic specialty valves.
 - 2. Air-control devices.
 - 3. Strainers.
 - 4. Connectors.
- B. Related Requirements:
 - 1. Section 230500 "General Provisions of HVAC" for expansion fittings and loops.
 - 2. Section 230519 "Meters and Gauges for HVAC piping" for meters and gauges.
 - 3. Section 230553 "Identification for HVAC Piping and Equipment" for identification requirements.
 - 4. Section 230716 "HVAC Equipment and Piping Insulation" for insulation requirements.

1.2 SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC" for submittal requirements.

1.3 QUALITY ASSURANCE

- A. ASME Compliance: Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 HYDRONIC SPECIALTY VALVES

- A. Bronze, Calibrated-Orifice, Balancing Valves:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Bell & Gossett; a Xylem brand.
 - b. Flow Design, Inc.
 - c. Nexus Valve, Inc.
 - d. TACO Comfort Solutions, Inc.
 - 2. Body: Bronze, ball or plug type with calibrated orifice or venturi.
 - 3. Ball: Brass or stainless steel.
 - 4. Plug: Resin.

5. Seat: PTFE.
 6. End Connections: Threaded or socket.
 7. Pressure Gage Connections: Integral seals for portable differential pressure meter.
 8. Handle Style: Lever, with memory stop to retain set position.
 9. CWP Rating: Minimum 125 psig.
 10. Maximum Operating Temperature: 250 deg F.
- B. Diaphragm-Operated Safety Valves: ASME labeled.
1. Body: Bronze or brass.
 2. Disc: Glass and carbon-filled PTFE.
 3. Seat: Brass.
 4. Stem Seals: EPDM O-rings.
 5. Diaphragm: EPT.
 6. Wetted, Internal Work Parts: Brass and rubber.
 7. Inlet Strainer: Stainless steel, removable without system shutdown.
 8. Valve Seat and Stem: Noncorrosive.
 9. Valve Size, Capacity, and Operating Pressure: Comply with ASME Boiler and Pressure Vessel Code: Section IV, and selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.
- C. Automatic Flow-Control Valves:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Flow Design, Inc.
 - b. Nexus Valve, Inc.
 2. Body: Brass or ferrous metal.
 3. Piston and Spring Assembly: Stainless steel, tamper proof, self-cleaning, and removable.
 4. Combination Assemblies: Include bronze or brass-alloy ball valve.
 5. Identification Tag: Marked with zone identification, valve number, and flow rate.
 6. Size: Same as pipe in which installed.
 7. Performance: Maintain constant flow, plus or minus 5 percent over system pressure fluctuations.
 8. Minimum CWP Rating: 175 psig.
 9. Maximum Operating Temperature: 200 deg F.

2.2 AIR-CONTROL DEVICES

- A. Manual Air Vents:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armstrong Pumps, Inc.
 - b. Bell & Gossett; a Xylem brand.
 - c. Hoffman Specialty.
 - d. TACO Comfort Solutions, Inc.
 2. Body: Bronze.
 3. Internal Parts: Nonferrous.
 4. Operator: Screwdriver or thumbscrew.
 5. Inlet Connection: NPS 1/2.
 6. Discharge Connection: NPS 1/8.
 7. CWP Rating: 150 psig.

8. Maximum Operating Temperature: 225 deg F.

2.3 STRAINERS

- A. Y-Pattern Strainers:
 1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
 2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
 3. Strainer Screen: Stainless-steel, 40-mesh strainer, or perforated stainless-steel basket.
 4. CWP Rating: 125 psig.

2.4 CONNECTORS

- A. Stainless-Steel Bellow, Flexible Connectors:
 1. Body: Stainless-steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket.
 2. End Connections: Threaded or flanged to match equipment connected.
 3. Performance: Capable of 3/4-inch misalignment.
 4. CWP Rating: 150 psig.
 5. Maximum Operating Temperature: 250 deg F.

PART 3 - EXECUTION

3.1 VALVE APPLICATIONS

- A. Install shutoff-duty valves at each branch connection to supply mains and at supply connection to each piece of equipment.
- B. Install balancing valves at each branch connection to return main. See drawings for type.
- C. Install balancing valves in the return pipe of each heating or cooling terminal. See drawings for type.
- D. Install check valves at each pump discharge and elsewhere as required to control flow direction.
- E. Install safety valves at hot-water generators and elsewhere as required by ASME Boiler and Pressure Vessel Code. Install drip-pan elbow on safety-valve outlet and pipe without valves to the outdoors; pipe drain to nearest floor drain or as indicated on Drawings. Comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, for installation requirements.

3.2 HYDRONIC SPECIALTIES INSTALLATION

- A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

END OF SECTION 232116

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rectangular ducts and fittings.
2. Round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Acoustic Liner.
6. Hangers and supports.
7. Seismic-restraint devices.

B. Related Sections:

1. Section 230529 "Hangars and Supports for HVAC Piping and Equipment."
2. Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment"
3. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
4. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ANSI/ASHRAE 62.1.

1.2 SUBMITTALS

A. See Section 230000 "General Requirements of HVAC" for submittal requirements.

1.3 QUALITY ASSURANCE

A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."

B. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Transverse Joints in Ducts Larger Than 24 in Diameter: Flanged.
- C. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.

- C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.
- D. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.
- E. Aluminum Sheets: Comply with ASTM B 209 Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.
- F. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
 - 1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- G. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Water-Based Joint and Seam Sealant:
 - 1. Application Method: Brush on.
 - 2. Solids Content: Minimum 65 percent.
 - 3. Shore A Hardness: Minimum 20.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. VOC: Maximum 75 g/L (less water).
 - 7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 8. Service: Indoor or outdoor.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- C. Flanged Joint Sealant: Comply with ASTM C 920.
 - 1. General: Single-component, acid-curing, silicone, elastomeric.
 - 2. Type: S.
 - 3. Grade: NS.
 - 4. Class: 25.
 - 5. Use: O.
 - 6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

- E. Round Duct Joint O-Ring Seals:
 - 1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
 - 2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
 - 3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.5 ACOUSTIC LINER

- A. General: The liner shall meet the Life Safety Standards as established by NFPA 90A and 90B, FHC 25/50 and Limited Combustibility and the airstream surface coating should contain an immobilized, EPA-registered, antimicrobial agent so it will not support microbial growth as tested in accordance with ASTM G 21 and G 22.
- B. Performance: The duct liner shall conform to the requirements of ASTM C 1071, with an NRC not less than 0.75 as tested per ASTM C 423 using a Type "A" mounting, and a thermal conductivity no higher than .25 Btu•in/(hr•ft²•°F) at 75° mean temperature.
- C. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type II for sheet materials.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Aeroflex USA, Inc.
 - b. Armacell LLC.
 - c. K-Flex USA.
 - 2. General: The liner shall meet the Life Safety Standards as established by NFPA 90A and 90B, FHC 25/50 and Limited Combustibility and the airstream surface coating should contain an immobilized, EPA-registered, antimicrobial agent so it will not support microbial growth as tested in accordance with ASTM G 21 and G 22.
 - 3. Performance: The duct liner shall conform to the requirements of ASTM C 1071, with an NRC not less than 0.75 as tested per ASTM C 423 using a Type "A" mounting, and a thermal conductivity no higher than .25 Btu•in/(hr•ft²•°F) at 75° mean temperature.

2.6 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.

- F. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- H. Trapeze and Riser Supports:
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 - 2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
 - 3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 ADDITIONAL INSTALLATION REQUIREMENTS FOR COMMERCIAL KITCHEN HOOD EXHAUST DUCT

- A. Install commercial kitchen hood exhaust ducts without dips and traps that may hold grease, and sloped a minimum of 2 percent to drain grease back to the hood.
- B. Install fire-rated access panel assemblies at each change in direction and at maximum intervals of 20 feet in horizontal ducts, and at every floor for vertical ducts, or as indicated on Drawings. Locate access panel on top or sides of duct a minimum of 1-1/2 inches from bottom of duct.
- C. Do not penetrate fire-rated assemblies except as allowed by applicable building codes and authorities having jurisdiction.

3.4 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts at a minimum to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
 - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 2. Outdoor, Supply-Air Ducts: Seal Class A.

3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.
5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
7. Unconditioned Space, Exhaust Ducts: Seal Class C.
8. Unconditioned Space, Return-Air Ducts: Seal Class B.
9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
11. Conditioned Space, Exhaust Ducts: Seal Class B.
12. Conditioned Space, Return-Air Ducts: Seal Class C.

C. Leakage Tests:

1. Test 100 percent of installed ductwork for leakage in accordance with "System Pressure Testing for Leaks," published by United Sheet Metal Division of United McGill Corporation. Use prescribed test kit containing test blower, two U-tube manometers and calibrated curve attached to the orifice tube assembly.
2. Pressurize installed duct system in 2 inch water gauge over design operating pressure. Total allowable leakage shall not exceed one percent of air handling capacity of system. If system is tested in sections, add leakage rates for individual sections to determine leakage for the whole system.
3. Correct leaks found in excess of allowable limits. Retest.
4. Have test results available for review on a progressive and final basis. Include test results in project closing file.
5. For Bidding purposes, assume all leakage tests will be witnessed by Engineer. Notify Engineer of testing schedule a minimum of (7) days in advance.
6. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
7. Test for leaks before applying external insulation.

3.5 INSTALLATION OF ACOUSTIC LINER

- A. Liner shall be adhered to the sheet metal with full coverage of an approved adhesive that conforms to ASTM C 916, and all exposed leading edges and transverse joints shall be coated with an approved adhesive and shall be neatly butted without gaps. Shop or field cuts shall be liberally coated with an approved adhesive.
- B. Metal nosings shall be securely installed over transversely oriented liner edges facing the airstream at forward discharge and at any point where lined duct is preceded by unlined duct.
- C. Acoustic liner shall be additionally secured with mechanical fasteners spaced per the manufacturer's recommendations. The pin length should be such as to hold the material firmly in place with minimum compression of the material.
- D. Acoustic liner shall be installed in ductwork as indicated on the plans. Additional acoustic liner shall be installed as indicated below:

1. Acoustic liner shall be installed in rectangular supply and return ductwork within 10' of any fan or fan powered equipment.
 2. Acoustic liner shall be installed in rectangular supply ductwork downstream of VAV boxes.
 3. Acoustic liner shall be installed in rectangular transfer ductwork.
- E. The dimensions of ductwork listed on the plans indicates the clear width and height and has not been increased to accommodate indicated liner. Duct sizes shall be increased to accommodate the thickness of the liner.

3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
1. Where practical, install concrete inserts before placing concrete.
 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
 5. Do not use powder-actuated concrete fasteners for seismic restraints.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.7 SEISMIC-RESTRAINT-DEVICE INSTALLATION

- A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems." And ASCE/SEI 7.

3.8 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.9 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.10 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
- B. Supply Ducts:
 - 1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
 - 2. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
- C. Return Ducts:
 - 1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
 - 2. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: [3] [6] [12] <Insert value>.
- D. Exhaust Ducts:
 - 1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
 - a. Pressure Class: Negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C if negative pressure, and A if positive pressure.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.

- E. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:
 - 1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
 - 2. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive or negative 3-inch wg.
 - b. Minimum SMACNA Seal Class: B.
 - c. SMACNA Leakage Class for Rectangular: 8.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.
- F. Intermediate Reinforcement:
 - 1. Galvanized-Steel Ducts: Galvanized steel.
 - 2. PVC-Coated Ducts:
 - a. Exposed to Airstream: Match duct material.
 - b. Not Exposed to Airstream: Galvanized.
 - 3. Stainless-Steel Ducts:
 - a. Exposed to Airstream: Match duct material.
 - b. Not Exposed to Airstream: Match duct material.
 - 4. Aluminum Ducts: Aluminum.
- G. Elbow Configuration:
 - 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Velocity 1000 fpm or Lower:
 - 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
 - 2) Mitered Type RE 4 without vanes.
 - b. Velocity 1000 to 1500 fpm:
 - 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 - c. Velocity 1500 fpm or Higher:
 - 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 - 2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 - 3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

- a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
 - 1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
 - 2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
 - 3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
 - 4) Radius-to Diameter Ratio: 1.5.
 - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
 - c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam.
- H. Branch Configuration:
- 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: Spin in.
 - 2. Round: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1000 fpm or Lower: 90-degree tap.
 - b. Velocity 1000 to 1500 fpm: Conical tap.
 - c. Velocity 1500 fpm or Higher: 45-degree lateral.
- I. Liner:
- 1. Supply-Air Ducts: Flexible elastomeric, 1 inches thick.
 - 2. Return-Air Ducts: Flexible elastomeric, 1 inches thick.

END OF SECTION 233113

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Manual volume dampers.
3. Control dampers.
4. Fire dampers.
5. Smoke dampers.
6. Flange connectors.
7. Turning vanes.
8. Duct-mounted access doors.
9. Flexible connectors.
10. Duct accessory hardware.

B. Related Requirements:

1. Section 233723 "HVAC Gravity Ventilators" for roof-mounted ventilator caps.

1.2 SUBMITTALS

- A. See section 230000 "General Requirements of HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

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

2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
1. Galvanized Coating Designation: G90.
 2. Exposed-Surface Finish: Mill phosphatized.
- B. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a 2D finish for concealed ducts and 2BA finish for exposed ducts.

- C. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- D. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 BACKDRAFT AND PRESSURE RELIEF DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cesco Products; a division of MESTEK, Inc.
 - 2. Nailor Industries Inc.
 - 3. Ruskin Company.
- B. Description: Gravity balanced.
- C. Maximum Air Velocity: 1000 fpm.
- D. Maximum System Pressure: 4.5 inch wg.
- E. Frame: Hat-shaped, 0.063-inch-thick extruded aluminum, with welded corners or mechanically attached and mounting flange.
- F. Blades: Multiple single-piece blades, end pivoted, maximum 6-inch width, 0.025-inch-thick, roll-formed aluminum with sealed edges.
- G. Blade Action: Parallel.
- H. Blade Seals: Extruded vinyl, mechanically locked.
- I. Blade Axles:
 - 1. Material: Nonmetallic.
 - 2. Diameter: 0.20 inch.
- J. Bearings: synthetic pivot bushings.
- K. Accessories:
 - 1. Adjustment device to permit setting for varying differential static pressure.
 - 2. Counterweights and spring-assist kits for vertical airflow installations.
 - 3. Electric actuators.
 - 4. Chain pulls.
 - 5. Screen Mounting: Front mounted in sleeve.
 - a. Sleeve Thickness: 20 gage minimum.
 - b. Sleeve Length: 6 inches minimum.
 - 6. Screen Mounting: Rear mounted.

7. Screen Material: Aluminum.
8. Screen Type: Bird.
9. 90-degree stops.

2.4 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Cesco Products; a division of MESTEK, Inc.
 - b. Nailor Industries Inc.
 - c. Ruskin Company.
2. Standard leakage rating.
3. Suitable for horizontal or vertical applications.
4. Frames:
 - a. Frame: 16 gauge galvanized steel, 5 in deep
 - b. Mitered and welded corners.
 - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
5. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Stiffen damper blades for stability.
 - d. 16 gauge galvanized steel with V groove for stiffness.
6. Blade Axles: Galvanized steel.
7. Bearings:
 - a. Molded synthetic.
 - b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
8. Tie Bars and Brackets: Galvanized steel.
9. Locking Quadrant handles

2.5 CONTROL DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cesco Products; a division of MESTEK, Inc.
2. Nailor Industries Inc.
3. Ruskin Company.

B. Frames:

1. U shaped.
2. 16 gage galvanized steel.
3. Interlocking, gusseted corners.

C. Blades:

1. Multiple blade with maximum blade width of 6 inches.
2. Parallel- and opposed-blade design.
3. 14 gage Galvanized-steel.
4. Blade Edging: Closed-cell neoprene.

- 5. Blade Edging: Inflatable seal blade edging, or replaceable rubber seals.
- D. Blade Axles: 1/2-inch-diameter; galvanized steel; blade-linkage hardware of zinc-plated steel and brass; ends sealed against blade bearings.
 - 1. Operating Temperature Range: From minus 40 to plus 200 deg F.
- E. Bearings:
 - 1. Oil-impregnated stainless-steel sleeve.
 - 2. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
 - 3. Thrust bearings at each end of every blade.

2.6 FIRE DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cesco Products; a division of MESTEK, Inc.
 - 2. Nailor Industries Inc.
 - 3. Ruskin Company.
- B. Type: Dynamic; rated and labeled according to UL 555 by an NRTL.
- C. Closing rating in ducts up to 4-inch wg static pressure class and minimum 4000 ft/min velocity.
- D. Fire Rating: 1-1/2 and 3 hours as required by the wall, floor or ceiling assembly rating.
- E. Frame: Curtain type with blades outside airstream except when located behind grille where blades may be inside airstream; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.
- F. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.
 - 1. Exception: Omit sleeve where damper-frame width permits direct attachment of perimeter mounting angles on each side of wall or floor; thickness of damper frame must comply with sleeve requirements.
- G. Mounting Orientation: Vertical or horizontal as indicated.
- H. Blades: Galvanized curtain type.
- I. Horizontal Dampers: Include blade lock and stainless-steel closure spring.
- J. Heat-Responsive Device: Replaceable, 212 deg F rated, fusible links.
- K. Access Door

2.7 COMBINATION SMOKE & FIRE DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cesco Products; a division of MESTEK, Inc.
 2. Nailor Industries Inc.
 3. Ruskin Company.
- B. General Requirements: Label according to UL 555S by an NRTL.
- C. Smoke Detector: Shall be provided by the fire alarm contractor and shall be addressable type for integration into addressable fire alarm system. The smoke detector that be provided with a keyed remote test switch, field verify the installation location with owner and engineer.
- D. Frame: Hat-shaped, 0.094-inch-thick, galvanized sheet steel, with mechanically attached corners and mounting flange.
- E. Blades: Airfoil-shaped, single piece, double skin. Minimum 14 gage equivalent thickness, galvanized steel. Maximum 6 inches (152 mm).
- F. Blade Seals: Inflatable silicone fiberglass material to maintain smoke leakage rating to a minimum of 450F and galvanized steel for flame seal to 1,900F.
- G. Bearings: Self-lubricating stainless-steel sleeve, turning in extruded hole in frame.
- H. Axels: Minimum ½ inch diameter plated steel, hex-shaped, mechanically attached to blade.
- I. Linkage: Concealed in frame.
- J. Leakage: Class II.
- K. Rated pressure and velocity to exceed design airflow conditions.
- L. Mounting Sleeve: Factory-installed, 20 gage galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking.
- M. Access Door
- N. Damper Motors: two-position action.
- O. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors.
1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
 2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Section 230923 "Direct Digital Control (DDC) System for HVAC"
 3. Spring-Return Motors: Equip with an integral spiral-spring mechanism where indicated. Enclose entire spring mechanism in a removable housing designed for service or adjustments. Size for running torque rating of 150 in. x lbf and breakaway torque rating of 150 in. x lbf.
 4. Electrical Connection: 115 V, single phase, 60 Hz.
- P. Accessories:
1. Keyed Auxiliary switches for position indication.

2. Keyed, damper test and reset switches, remote mounted.

2.8 FLANGE CONNECTORS

- A. Description: Roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.
- B. Material: Galvanized steel.
- C. Gage and Shape: Match connecting ductwork.

2.9 TURNING VANES

- A. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
 1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.
- B. Manufactured Turning Vanes for Nonmetal Ducts: Fabricate curved blades of resin-bonded fiberglass with acrylic polymer coating; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
- C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."
- D. Vane Construction: Double wall.

2.10 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. CESCO Products; a division of MESTEK, Inc.
 2. Ductmate Industries, Inc.
 3. Flexmaster U.S.A., Inc.
 4. Nailor Industries Inc.
 5. Ruskin.
- B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."
 1. Door:
 - a. Double wall, rectangular.
 - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
 - c. Vision panel.
 - d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
 - e. Fabricate doors airtight and suitable for duct pressure class.
 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.

3. Number of Hinges and Locks:
 - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
 - b. Access Doors up to 18 Inches Square: Continuous and two sash locks.
 - c. Access Doors up to 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.
 - d. Access Doors Larger Than 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.
- C. Pressure Relief Access Door:
 1. Door and Frame Material: Galvanized sheet steel.
 2. Door: Double wall with insulation fill with metal thickness applicable for duct pressure class.
 3. Operation: Open outward for positive-pressure ducts and inward for negative-pressure ducts.
 4. Factory set at 3.0- to 8.0-inch wg.
 5. Doors close when pressures are within set-point range.
 6. Hinge: Continuous piano.
 7. Latches: Cam.
 8. Seal: Neoprene or foam rubber.
 9. Insulation Fill: 1-inch-thick, fibrous-glass or polystyrene-foam board.

2.11 FLEXIBLE CONNECTORS

- A. Materials: Flame-retardant or noncombustible fabrics.
- B. Coatings and Adhesives: Comply with UL 181, Class 1.
- C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch-wide, 0.028-inch-thick, galvanized sheet steel or 0.032-inch-thick aluminum sheets. Provide metal compatible with connected ducts.
- D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
 1. Minimum Weight: 26 oz./sq. yd..
 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
 3. Service Temperature: Minus 40 to plus 200 deg F.
- E. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.
 1. Minimum Weight: 24 oz./sq. yd..
 2. Tensile Strength: 530 lbf/inch in the warp and 440 lbf/inch in the filling.
 3. Service Temperature: Minus 50 to plus 250 deg F.

2.12 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.

- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install control dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated.
- G. Install fire and smoke dampers according to UL listing.
- H. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
 - 1. On both sides of duct coils.
 - 2. Upstream and downstream from duct filters.
 - 3. At outdoor-air intakes and mixed-air plenums.
 - 4. At drain pans and seals.
 - 5. Downstream from control dampers, backdraft dampers, and equipment.
 - 6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
 - 7. At each change in direction and at maximum 50-foot spacing.
 - 8. Control devices requiring inspection.
 - 9. Elsewhere as indicated.
- I. Install access doors with swing against duct static pressure.
- J. Access Door Sizes:
 - 1. One-Hand or Inspection Access: 8 by 5 inches.
 - 2. Two-Hand Access: 12 by 6 inches.
 - 3. Head and Hand Access: 18 by 10 inches.

4. Head and Shoulders Access: 21 by 14 inches.
 5. Body Access: 25 by 14 inches.
 6. Body plus Ladder Access: 25 by 17 inches.
- K. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- L. Install flexible connectors to connect ducts to equipment.
- M. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- N. Connect diffusers or light troffer boots to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- O. Connect flexible ducts to metal ducts with draw bands.
- P. Install duct test holes where required for testing and balancing purposes.

3.2 FIELD QUALITY CONTROL

- A. Tests and Inspections:
1. Operate dampers to verify full range of movement.
 2. Inspect locations of access doors and verify that purpose of access door can be performed.
 3. Operate fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
 4. Inspect turning vanes for proper and secure installation.

END OF SECTION 233300

SECTION 233346 - FLEXIBLE DUCTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Insulated flexible ducts.

1.2 SUBMITTALS

- A. See section 230000 "General Requirements of HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- C. Comply with the Air Diffusion Council's "ADC Flexible Air Duct Test Code FD 72-R1."
- D. Comply with ASTM E 96/E 96M, "Test Methods for Water Vapor Transmission of Materials."

2.2 INSULATED FLEXIBLE DUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Flexmaster U.S.A., Inc.
 - 2. JP Lamborn
 - 3. Hart & Cooley.
 - 4. Quietflex
- B. Insulated, Flexible Duct: UL 181, Class 1, two-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.
 - 1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
 - 2. Maximum Air Velocity: 4000 fpm.
 - 3. Temperature Range: Minus 10 to plus 160 deg F.
 - 4. Insulation R-Value: R6.

2.3 FLEXIBLE DUCT CONNECTORS

- A. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action in sizes 3 through 18 inches, to suit duct size.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install flexible ducts according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install in indoor applications only. Flexible ductwork should not be exposed to UV lighting.
- C. Connect terminal units to supply ducts with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- D. Connect diffusers or light troffer boots to ducts with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- E. Install duct test holes where required for testing and balancing purposes.
- F. Installation:
 - 1. Install ducts fully extended.
 - 2. Do not bend ducts across sharp corners.
 - 3. Bends of flexible ducting shall not exceed a minimum of one duct diameter.
 - 4. Avoid contact with metal fixtures, water lines, pipes, or conduits.
 - 5. Install flexible ducts in a direct line, without sags, twists, or turns.
- G. Supporting Flexible Ducts:
 - 1. Suspend flexible ducts with bands 1-1/2 inches wide or wider and spaced a maximum of 48 inches apart. Maximum centerline sag between supports shall not exceed 1/2 inch per 12 inches.
 - 2. Install extra supports at bends placed approximately one duct diameter from center line of the bend.
 - 3. Ducts may rest on ceiling joists or truss supports. Spacing between supports shall not exceed the maximum spacing per manufacturer's written installation instructions.
 - 4. Vertically installed ducts shall be stabilized by support straps at a maximum of 72 inches o.c.

END OF SECTION 233346

SECTION 233713 - GRILLES, REGISTERS, AND DIFFUSERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Grilles, Registers and Diffusers.

B. Related Requirements:

1. Section 233300 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers.

1.2 SUBMITTALS

- A. See Section 230000 "General Requirements of HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 GRILLES, REGISTERS AND DIFFUSERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Krueger.
2. Nailor Industries Inc.
3. Price Industries
4. Titus

B. See the "Grilles Registers and Diffusers Schedule" on the drawings for grille, register or diffuser type, mounting, capacities, characteristics, finish, etc.

C. Coordinate the color and finish of all grilles registers and diffusers with the architect if not specifically listed in the "Grilles Registers and Diffusers Schedule".

D. Substituted grilles, registers and diffusers must meet or exceed the performance of the schedules diffuser.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install grilles, registers and diffusers level and plumb.

- B. Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install grilles, registers and diffusers with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.
- D. Provide all duct transitions and duct fittings required for a complete installation.

3.2 ADJUSTING

- A. After installation, adjust grilles, registers and diffusers to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 238146 - WATER-TO-AIR HEAT PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Horizontal or vertical units, 6 tons and smaller.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Include diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Sample Warranty: For special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data

1.5 QUALITY ASSURANCE

A. ASHRAE Compliance:

1. ASHRAE 15.
2. Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

B. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

C. Comply with NFPA 70.

D. Comply with safety requirements in UL 484 for assembly of free-delivery, water-source heat pumps.

- E. Comply with safety requirements in UL 1995 for duct-system connections.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of water-source heat pumps that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, refrigeration components.
 - 2. Warranty Period: Four years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CONCEALED WATER-SOURCE HEAT PUMPS, 6 TONS AND SMALLER

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Climate Master
 - 2. Prior approved equal.
- B. Description: Packaged water-source heat pump with temperature controls; factory assembled, tested, and rated according to ASHRAE/ARI/ISO-13256-1.
 - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Cabinet and Chassis: Galvanized-steel casing with the following features:
 - 1. Access panel for access and maintenance of internal components.
 - 2. Knockouts for electrical and piping connections.
 - 3. Flanged duct connections.
 - 4. Cabinet Insulation: Glass-fiber liner, minimum 1/2 inch thick, complying with UL 181, ASTM C 1071, and ASTM G 21.
 - 5. Units field convertible for various discharge configurations.
 - 6. Condensate Drainage: High-density polyethylene plastic or stainless-steel drain pan with condensate drain piping projecting through unit cabinet and complying with ASHRAE 62.1.
 - a. Condensate Overflow Protection Switch: Solid state electronic; mechanical float switch not permitted.
 - 7. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- D. Fan: Direct driven, centrifugal, with single speed motor resiliently mounted in fan inlet and with inlet rings to allow wheel removal from one side without removing housing.
 - 1. Motor: single speed, permanently lubricated, permanent split capacitor motor.

E. Water Circuit:

1. Refrigerant-to-Water Heat Exchangers:
 - a. Coaxial heat exchangers with copper water tube with enhanced heat-transfer surfaces inside a steel shell; both shell and tube are leak tested to 450 psig on refrigerant side and 400 psig on water side. Factory mount heat exchanger in unit on resilient rubber vibration isolators.
2. Water-Regulating Valves: Limit water flow through refrigerant-to-water heat exchanger, and control head pressure on compressor during cooling and heating. Valves shall close when heat-pump compressor is not running.
3. Motorized Water Valve: Stop water flow through the unit when compressor is off.

F. Refrigerant-to-Air Coils: Copper tubes with aluminum fins, leak tested to 450 psig.

G. Refrigerant Circuit Components:

1. Sealed Refrigerant Circuit: Charge with R-410A refrigerant.
2. Filter-Dryer: Factory installed to clean and dehydrate the refrigerant circuit.
3. Charging Connections: Service fittings on suction and liquid for charging and testing on each circuit.
4. Reversing Valve: Four-way, solenoid-activated valve designed to be fail-safe in heating position with replaceable magnetic coil.
5. Compressor: Hermetic scroll, single-stage compressor installed on vibration isolators and housed in an acoustically treated enclosure with factory-installed safeties as follows:
 - a. Antirecycle timer.
 - b. High-pressure cutout.
 - c. Low-pressure cutout or loss of charge switch.
 - d. Internal thermal-overload protection.
 - e. Freezestat to stop compressor if water-loop temperature in refrigerant-to-water heat exchanger falls below 35 deg F.
 - f. Condensate overflow switch to stop compressor with high condensate level in condensate drain pan.
 - g. Water-coil, low-temperature switch.
 - h. Air-coil, low-temperature switch.
6. Refrigerant Piping Materials: ASTM B 743 copper tube with wrought-copper fittings and brazed joints.
7. Pipe Insulation: Refrigerant minimum 3/8-inch thick, flexible elastomeric insulation on piping exposed to airflow through the unit. Maximum 25/50 flame-spread/smoke-developed indexes according to ASTM E 84.
8. Refrigerant Metering Device: Thermal-expansion valve.
9. Refrigerant Metering Device: Dual-port, thermal-expansion valve to allow specified operation with entering-water temperatures from **25 to 125 deg F**.
10. Hot-Gas Reheat Valve: Pilot-operated, sliding-type valve with replaceable magnetic coil.

H. Hot-Gas Reheat: Reheat valve diverts refrigerant hot gas to reheat coil when remote humidistat calls for dehumidification.

- I. Filters: Disposable, pleated type, 2 inch thick and with a minimum efficiency reporting value of 7 according to ASHRAE 52.2.
- J. Controls:
 - 1. Provide DXM2.5 advanced communicating control board with multiple protocol interface board for BACnet interfacing.
 - 2. See Mechanical Plans for controls sequences.
 - 3. Thermostat:
 - a. Wall-Mounted Thermostat:
 - 1) Johnson Controls Thermostat
 - 2) Deg F indication
 - b. Wall-mounted temperature sensor.
 - c. Unoccupied period override push button.
 - d. LED to indicate fault condition at heat pump.
- K. Electrical Connection: Single electrical connection with fused disconnect.
- L. Capacities and Characteristics: See mechanical drawings.

2.2 HOSE KITS

- A. General: Hose kits shall be designed for minimum 400-psig working pressure and operating temperatures from 33 to 211 deg F. Tag hose kits to equipment designations.
- B. Hose: braided stainless steel, complete with adapters. Minimum diameter, equal to water-source, heat-pump connection size.
- C. Isolation Valves: Two-piece, bronze-body ball valves with stainless-steel, standard-port ball and stem with normal pipe thread (NPT) connections, and galvanized-steel lever handle. Provide valve for supply and return. If balancing device is combination shutoff type with memory stop, the isolation valve may be omitted on the return.
- D. Strainer: Y-type with blowdown valve in supply connection.
- E. Balancing Device: Mount in return connection. Include meter ports to allow flow measurement with differential pressure gage.
 - 1. Automatic balancing valve, factory set to operate within 10 percent of design flow rate over a 40:1 differential pressure range of 2 to 80 psig.
- F. Motorized Water Valve: Slow-acting, 24-V dc, with NPT connections.

2.3 HOSE KIT ASSEMBLIES

- A. Supply hose having "Y" strainer with blowdown valve, and ball valve with pressure temperature port; return hose having automatic flow regulator with PT ports, and ball valve.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Floor Mounting: Install water-source heat pumps using elastomeric pads. Comply with requirements for vibration isolation devices specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."
 - 1. Minimum Deflection: 1/4 inch.
- B. Suspended Units: Install water-source heat pumps with continuous-thread hanger rods and elastomeric hangers of size required to support weight of water-source heat pump unit.
 - 1. Comply with requirements for seismic-restraint devices specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."
 - 2. Comply with requirements for hangers and supports specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- C. Install wall-mounting thermostats, humidistats, and switch controls in electrical outlet boxes at heights to match lighting controls or as required in Section 230900 – "HVAC Controls".
- D. Connect supply and return hydronic piping to heat pump.
- E. Connect heat-pump condensate drain pan to indirect waste connection with condensate trap of adequate depth to seal against fan pressure. Install cleanouts in piping at changes of direction.
- F. Connect supply and return ducts to water-source heat pumps with flexible duct connectors specified in Section 233300 "Air Duct Accessories."
- G. Install electrical devices furnished by manufacturer but not specified to be factory mounted.
- H. Install piping adjacent to machine to allow service and maintenance.
- I. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- J. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections:

1. After installing water-source heat pumps and after electrical circuitry has been energized, test units for compliance with requirements.
 2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Heat pumps will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 238146

SECTION 260010 – GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The requirements listed in this section are supplemental to the Division 01 General Requirements.
- B. It shall be the responsibility of the Electrical Contractor to examine and refer to all Mechanical drawings and specifications for construction conditions which may affect the scope of Electrical work. Inspect the building site and existing facilities for verification of present conditions. Make proper provisions for these conditions in performance of the work and cost thereof.
- C. Electrical, Communications, Electronic Safety and Security work for this project shall include all items, articles, materials and the associated labor mentioned, schedules or shown in these specifications and in the accompanying drawings.
- D. Furnish and install all equipment, materials and any required incidental items required by good practice to complete the systems described herein.

1.2 DEFINITIONS - Throughout contract documents these words and phrases are used:

- A. Contract documents - All drawings, specifications, addenda and change orders that document work to be done.
- B. Demolition – Carefully disconnect and remove items. All reasonable caution shall be taken to avoid damaging removed equipment and to retain its operability.
- C. Remove back to source - Remove all conduit and wire back to panelboard or last live device.
- D. Equivalent or equal - Product of like type and function that complies with all applicable provisions of drawings and specifications and which has been approved as substitute for specified item.
- E. Furnish - Purchase material as shown and specified, and place material to approved location on site or elsewhere as noted or agreed upon.
- F. Install - Set in place and connect, ready for use and in complete and properly operating finished condition.
- G. Provide - Furnish and install with all products, labor, sub-contracts, and appurtenances required for a complete and properly operating, finished condition.
- H. Rough-in - Provide conduit raceway system with junction boxes, fittings, straps, BUSHINGS, etc., for future installation of wiring, devices, disconnects and breakers. Provision shall be made in panelboard (hardware, etc.) for future installation of breakers.
- I. Serviceable - Arranged so that component or product in question may be properly removed and replaced without disassembly, destruction or damage to surrounding installation.

1.3 CODES, STANDARDS AND REGULATIONS

- A. Codes - Perform all work in strict accordance with all applicable national, state and local codes; including, but not limited to latest legally enacted editions of following codes:
 - 1. International Building Code – IBC
 - 2. NFPA 70, National Electric Code – NEC
 - 3. NFPA 72, National Fire Alarm Code
 - 4. International Fire Code – IFC
 - 5. International Energy Conservation Code – IECC
 - 6. ANSI-C2, National Electrical Safety Code – NESC
- B. Standards - Reference to standards infers that installation, equipment and material shall be within limits for which it was designed, tested and approved, in conformance with current publications and standards of following organizations:
 - 1. American National Standards Institute – ANSI
 - 2. American Society for Testing and Materials – ASTM
 - 3. American Society of Heating Refrigerating and Air Conditioning Engineers – ASHRAE (Standard 90-75)
 - 4. Institute of Electrical and Electronics Engineers – IEEE
 - 5. Insulated Cable Engineers Association – ICEA
 - 6. National Electrical Contractors Association – NECA
 - 7. National Electrical Manufacturers' Association – NEMA
 - 8. National Fire Protection Association – NFPA
 - 9. Occupational Safety and Health Administration – OSHA
 - 10. Underwriters' Laboratories, Inc. – UL
 - 11. Rules and Regulations of the State/Local Fire Marshal
 - 12. Standards and Requirement of the Serving Utilities
 - 13. State and Local Ordinances
- C. Regulations - Design has been performed in accordance with applicable regulations and guidelines noted below. Contractor shall carefully apply these regulations and bring any discrepancies to immediate attention of Architect/Engineer.
 - 1. Americans with Disabilities Act – ADA

1.4 FEES AND PERMITS

- A. Electrical Contractor shall pay for all permits or fees in connection with electrical work. Fees shall include any or all user fees, government fees, system development fees, connection fees or other fees that are required to be paid before systems can be connected or used.
- B. Schedule all required electrical inspections with local electrical inspector. Notify engineer of all items of discrepancy noted by electrical inspector if those items affect cost or function of system, or if they conflict with electrical drawings and specifications.
- C. All Utility Cost and fees from the utility work shall be the responsibility of the Owner. Contractor to coordinate all utility requirements, standards and responsibilities with serving utility for a complete scope of work prior to bid.

- D. Deliver all inspection certificates to Architect/Engineer prior to final acceptance of work.

1.5 INTENT OF SPECIFICATIONS AND DRAWINGS

- A. Plans and specifications are intended to result in complete electrical installation in full compliance with all applicable codes, standards and ordinances.
- B. Plans and specifications are to supplement each other and any details contained in one shall be included as if contained in both.
- C. Electrical drawings shall serve as working drawings, but Architectural drawings shall take precedence if any dimensional discrepancies exist.
- D. Drawings are partly diagrammatic and do not show routing of conduits, exact location of products, or installation features in exact detail. Locations of devices, fixtures and equipment are approximate unless dimensioned.
- E. Riser diagrams and control schematics are not to scale and do not show physical arrangement of equipment. Do not use riser diagrams or schematics to obtain lineal conduit and cabling distances.
- F. Items are shown on drawings in locations to minimize interference with other equipment, structural members, etc. Exact finish locations are not indicated, however, and all work shall be done to avoid interference, preserve headroom and keep openings and passageways clear.
- G. In event that discrepancies of any kind exist or required items/details have been omitted, Contractor shall notify Architect/Engineer in writing of such discrepancy or omission at least ten days prior to bid date. Failure to do so shall be construed as willingness of Contractor to supply all necessary materials and labor required for proper completion of work.

1.6 CONTRACTOR'S RESPONSIBILITY - Contractor shall be responsible for installation of complete and functional piece of work in accordance with true intent of contract documents. Provide all incidental items required for complete installation and satisfactory operation of all equipment, whether or not specifically noted in contract documents.

A. QUALIFICATIONS

- 1. Contractor shall employ on this project, capable, experienced and reliable foreman and such skilled workmen as may be required for various classes of work to be performed.
- 2. Where special skills and certification are required, Contractor shall ensure that work is performed by individuals with required experience, skill and certification.
- 3. If, in Engineer's opinion, Contractor's employees do not possess necessary qualifications to perform specialty work, Contractor will be required to obtain services of workmen who are approved by manufacturer and certified by applicable agency or group. These workmen, if required, shall be provided at no additional expense.
- 4. Refer to other specification sections for additional required contractor qualifications and certification.

- B. LICENSING AND CERTIFICATION - All Division 26 work shall be accomplished by Electricians, licensed by state in which work is being done, certified as required, and skilled in

their craft. Electrician may elect to hire subcontractors for portions of work (such as systems described in Divisions 27 and 28) who are not licensed electricians, but have required certificates and are licensed in their discipline by state in which work is being done.

C. COORDINATION

1. Contractor shall consult all contract documents, shop drawings of other trades, and actual building dimensions to predetermine that his work and equipment will fit as planned. Do not scale drawings for fabrication. No extra payment will be issued for materials or items which do not fit because of Contractor's failure to verify as-built building dimensions.
2. Contractor shall check location of fixtures, outlets, equipment, conduit, etc., to determine they clear all openings, structural members, piping, ducts and miscellaneous equipment having fixed locations.
3. Changes in location of electrical work, necessary due to obstacles or installation of other trades shown on contract documents, shall be made by Electrical Contractor at no extra cost.
4. Contractor shall coordinate with Plumbing and Mechanical Contractors to avoid installation of piping and ductwork above or below panelboards in violation of National Electrical Code.
5. Lay out all work in advance and avoid conflict with other work in progress. Physical dimensions shall be determined from architectural and structural plans. Verify locations for junction boxes, disconnect switches, stub-ups, etc., for connection to equipment furnished by others, or in other Divisions of this work.
6. Contractor shall coordinate and plan work to proceed with work of other trades.
7. Contractor shall inform General Contractor of all required openings in building structure for installation of electrical equipment.
8. Contractor shall check dimensions of all electrical equipment installed, provided by himself or by others, so correct clearances and connections can be made.
9. Consulting all contract documents and shop drawings of other trades, contractor shall determine where electrical junction/pull boxes and equipment can be installed to maintain proper accessibility. Where accessibility cannot be maintained by judicious placement of boxes, Electrical Contractor shall coordinate with General Contractor to provide, fabricate, install, adjust, paint, etc. access doors through non-accessible floor, wall, and ceiling finishes to allow access to all electrical junction and pull boxes, electrical devices, electrical equipment, etc. at all required locations whether shown or not shown on plans. Electrical Contractor is responsible for determining size and location of the access doors. Report any conflicts to Architect/Engineer.

1.7 REVIEW

- A. All work and material is subject to review at any time by the Architect/Engineer or his representative. If the Architect/Engineer or his representative finds material that does not conform to these specifications or that is not properly installed or finished, correct the deficiencies in a manner satisfactory to the Architect/Engineer at the Contractor's expense.

1.8 TEMPORARY FACILITIES

- A. LADDERS AND SCAFFOLDS

1. The Electrical Contractor shall provide their own ladders, scaffolds, etc. of substantial construction for access to their work in various portions of the building as may be required. When no longer needed, they shall be removed by the Contractor.

B. PROTECTION DEVICES

1. The Electrical Contractor shall provide and maintain their own necessary barricades, fences, signal lights, etc., required by all governing authorities or shown on the drawings. When no longer needed, they shall be removed by the Contractor.

C. TEMPORARY FIRE PROTECTION

1. The Electrical and Low-voltage Contractors shall provide all necessary first aid hand fire extinguishers for Class A, B, C and special hazards as may exist in his own work area only in accordance with good and safe practice and as required by jurisdictional safety authority.

1.9 RECORD DOCUMENTS (AS-BUILT DRAWINGS)

- A. See requirements regarding record documents in General Division and Division 1.
- B. At beginning of work, Contractor shall set aside one complete set of drawings which shall be maintained as complete "As-Built" set. Drawings shall be updated daily in neat and legible manner and shall not be used for any other purpose. Drawings, specification, addenda, change orders, etc. shall be maintained at job site and available for review at any time.
- C. Show dimensioned location and routing of all electrical work that will become permanently concealed, cast in concrete or buried underground.
- D. Show complete routing and sizing of any significant revisions to systems shown.
- E. Show provisions for future connection, referenced to building lines or approved bench marks.
- F. Provide wiring diagrams for all individual communications systems as installed. Identify all components and show all wire and terminal numbers and connections.
- G. At completion of project, deliver drawings to Engineer for review.

1.10 WARRANTY

- A. The Contractor shall guarantee that all materials and labor installed are new and of first quality and that any material or labor found defective shall be replaced without cost to the Owner within one (1) year after substantial completion of the Contract or one (1) full season of heating and cooling operation, whichever is the greater. The guarantee shall list the date of the beginning of the one (1) year period, which shall be the date that the Substantial Completion Certificate is issued.
- B. Any damage to the building, caused by defective work or material of the Contractor within the above-mentioned period, shall be satisfactorily repaired without cost to the Owner.

- C. The guarantee does not include maintenance of equipment. The Owner shall accept full responsibility for proper operation and maintenance of equipment immediately upon substantial completion and occupancy of the building.
- D. Final acceptance by the Owner will not occur until all operating instructions are mounted in Equipment Rooms and Operating Personnel thoroughly indoctrinated in the operation of all electrical equipment by the Contractor.
- E. No equipment installed as part of this project shall be used for temporary heat during construction.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Manufacturer's trade names and catalog numbers listed are intended to indicate the quality of equipment or materials desired. Manufacturers not listed in the specification will be considered substitutions and must have prior approval.
- B. See Division 01 for Substitutions Procedures. Requests for substitution are to be submitted sufficiently ahead of the deadline, to give ample time for examination. Prior approval request for substitution must indicate the specific item or items to be furnished in lieu of those scheduled, together with complete technical and comparative data on scheduled items and items proposed for substitution.
- C. If the engineer approves any proposed substitution, the approved product will be listed in an addendum. Bidders shall not rely on approval made in any other manner.
- D. Electrical equipment may be installed with manufacturer's standard finish and color except where specific color, finish or choice is indicated. If the manufacturer has no standard finish, equipment shall have a prime coat and two finish coats of gray enamel.
- E. High altitude operation: Capacity of all equipment is to be sized and manufactured to perform at the elevation of the project site. If not specifically indicated in the equipment schedule or in the specifications provide all required accessories and equipment for proper operation at elevation of the project site.
- F. This Contractor shall be responsible for materials and equipment installed under this contract. Contractor shall also be responsible for the protection of materials and equipment of others from damage as a result of his work.
- G. Manufactured material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless herein specified to the contrary.
- H. This Contractor shall make the required arrangement with General Contractor or Construction Manager for the introduction into the building of equipment too large to pass through finished openings.
- I. Store materials and equipment indoors at the job site or, if this is not possible, store on raised platforms and protect from the weather by means of waterproof covers. Coverings shall permit

circulation of air around the materials to prevent condensation of moisture. Screen or cap openings in equipment to prevent the entry of vermin.

2.2 SUBSTITUTION OF MATERIALS - Where substituted equipment requires structural, architectural, mechanical, plumbing or electrical work that differs from basic design, cost of all changes, including re-design, shall be responsibility of contractor using substitution.

A. APPROVED MANUFACTURERS

1. In general, one particular manufacturer and part number or series is listed to describe equipment. Equivalent equipment of other manufacturers listed for that item may be substituted without prior approval. It shall be Contractor's responsibility to ensure that item used for bidding purposes is truly equivalent to that specified. If it is not equivalent, it will be rejected at shop drawing review and Contractor shall supply specified item at his own cost.
2. It is understood that manufacturers listed may not actually have equivalent product to that specified. If contractor/distributor has any questions regarding desired product characteristics and suitability of proposed substitution, he is encouraged to submit for prior approval. Also, any manufacturer not listed shall be submitted for prior approval.

B. PRIOR APPROVALS

1. Manufacturers not listed in specification or on schedule for a particular item are open for substitution prior to bid opening only.
2. Manufacturers desiring approval shall submit catalog cuts that define quality of product and ability to perform as specified. It is understood that no two manufactures use identical methods or make identical products. Any and all deviations from that specified shall be clearly noted.
3. Submittals shall arrive at Engineer at least ten (10) days prior to bid opening. All approvals will be listed in last addendum as being approved to bid. Items substituted, but not listed in contract documents, will not be considered if submitted on shop drawings.
4. Approval of substitute equipment is on basis of quality only. Materials supplier shall be responsible for his quotation reflecting proper selection of his particular equipment with regard to proper capacities, physical dimensions, requirements, intended function, finish, color, etc. Engineer will not give approval to specific model numbers or check capacities, dimensions, or requirements. Evaluation will be on basis of quality and equality to specified items.
5. Prior approval shall be obtained from engineer and no other entity (architect, owner, etc.) is authorized to give such approval.

C. SAMPLES

1. Where, in Engineer/Architect's opinion, product sample is required in order to determine appearance, quality, workmanship or operation, Contractor shall submit actual production samples of item in question.
2. Samples will be returned to Contractor. Approved samples may be used.
3. All costs incurred in providing and returning samples will be Contractor's responsibility.

2.3 PRODUCT AND SYSTEM SUBMITTALS

- A. Submittals will be required for each piece of equipment, material or product as noted in the table below. All submittal shall be submitted, reviewed and all discrepancies addressed prior to ordering equipment or starting work. Any equipment ordered without having first completed the submittal process is done at the risk of the contractor. Any work performed prior to completing the submittal process is done at the risk of the contractor.

B. SUBMITTAL DEFINITIONS

1. Product Data: Provide manufacturers cut sheets that include general product information including but not limited to: Model Number, physical data, nominal capacities, rough-in requirements.
2. Performance Data: Provide detailed performance and capacities based on project specific requirements including but not limited to: voltage, phase, amperage, overcurrent protection, conductor size, conductor material, conduit size, color temperature, color rendering index, life expectancy, efficacy, efficiency, IP ratings, light distribution types and lighting control.
3. Shop Drawings: Provide detailed drawings of the equipment showing overall dimensions, location of electrical connection, location of anchorage points, location of electrical and control panels, and all operating, service and maintenance clearances.
4. Delegated Design: Provide detailed drawings prepared and stamped by a registered Professional Engineer that detail pertinent design criteria, the materials and products to be installed and the required installation locations.
5. Wiring Diagram: Provide diagrams that identify and detail required field wiring.
6. Color Chart: Provide a physical color chart of material samples required for selection of equipment colors.
7. Sustainability Compliance: Provide literature that indicated a products compliance with LEED or Green Globes. See Division 01 for additional information and requirements.

C. SUBMITTAL FORMATS

1. Include the following information with each submittal:
 - a. Project Name
 - b. Submittal Date
 - c. Name of Architect
 - d. Name of Engineer
 - e. Name of General Contractor or Construction Manager
 - f. Name of Sub-Contractor
 - g. Name of firm or entity that prepared the submittal
 - h. Unique Submittal Number
 - i. Type of Submittal
 - j. Specification Section
 - k. Name or Mark of equipment or material and detail or drawings reference.
2. All Submittal with the exception of color charts or material samples shall be electronically transmitted PDFs. All submittals over 8 Mb shall be setup on a share file site and access granted through email with folder's link for download.

D. SUBMITTAL REQUIREMENTS

1. Submittals shall be submitted as a complete specification section. The submittal must include all materials and equipment for that specification section. Submittals for individual materials of equipment will be rejected without review.
 2. Submittals shall be complete, clearly show item used, size, dimensions, capacity, rough in, etc., as required for complete check and installation. Manufacturer's literature showing more than one item shall be clearly marked as to which item is being furnished or it will be rejected and returned without review.
 3. Each submittal shall be thoroughly checked by the Contractor for compliance with the Contract Document requirements, accuracy of dimensions, relationship to the work of other trades, and conformance with sound, safe practices as to erection and installation. Each submittal shall then bear a stamp evidencing such checking and shall show corrections made, if any. Submittals requiring extensive corrections shall be revised before submission. Each submittal not stamped and signed by the General and Electrical Contractors evidencing such checking will be rejected and returned without review.
 4. On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
 5. Review of the shop drawings and literature by the engineer shall not relieve the contractor for responsibility for deviations for the drawings or specifications, nor shall it relieve the contractor from responsibility for errors in the shop drawings or literature. It is the responsibility of the contractor to provide materials and equipment which meet the specifications and job requirements.
 6. Luminaires submittals shall include dimensions, quality, distribution, color rendering index, color temperature, optics, photometrics, all listings (UL, DLC, Energy Star, Made in America, etc.), IP ratings, voltage, wattage, warranty, installation methods, control methods, efficacy, efficiency, diffuser options, emergency operation and any required accessories. Provide IES and Revit files upon request.
- E. ENGINEER'S REVIEW - Submittal review is for general design and arrangement only and does not relieve Contractor from any requirements of contract documents. Submittals will not be checked for quantity, dimension, fit or proper technical design of manufactured equipment. Where product or system performance deviations have not been specifically noted in submittal by Contractor, Engineer's review will not relieve Contractor's responsibility to provide complete and satisfactory working installation of equal quality and performance to specified system. Ordering, manufacture, shipment or installation of equipment prior to receipt of Engineer's written review is strictly at Contractor's risk and all costs associated with shipping, changes, replacement or restocking shall be Contractor's responsibility.
- 2.4 SUB-CONTRACTORS - With shop drawing submittals, Contractor shall submit list of all sub-contractors to be used for the project.
- 2.5 OPERATION AND MAINTENANCE MANUALS
- A. Operation and Maintenance Manuals (O&M Manuals) shall contain:
1. Names and contact information for the Project Architect, Project Engineer.
 2. Names and contact information for the General Contractor or Construction Manager.
 3. Names and contact information for sub-contractors.

4. Installation, maintenance and operating instructions for each piece of equipment.
 5. Parts lists
 6. Wiring Diagrams
 7. Equipment Start-up and inspection certificates
 8. Test and Balance Reports
 9. Commissioning Reports
 10. Copies of Equipment Warranties
 11. Copies of Submittals
 12. Record Drawings.
 13. Training DVD's.
- B. Prior to substantial completion submit an electronic copy of the O&M manual in PDF format to the Architect, Engineer and Owner for Review and approval. The PDF shall be one file with an index and hyperlinks to each section. Individual bound PDFs without automated navigation will be rejected. All O&M data shall be grouped by the equipment type and ordered by the specification numbering.
- C. Prior to final payment a final electronic copy of the O&M manual on an archival quality DVD as well as two printed copies shall be furnished to the owner. Printed copies shall have commercial quality 8-1/2" x 11" 3-ring binders with tabbed dividers for each section.

PART 3 - EXECUTION

3.1 SITE EXAMINATION

- A. Prior to submitting bid, Contractor shall visit site of proposed work and familiarize himself with conditions affecting work. Allowance shall be made in bid for these conditions and no additional allowance shall be granted because of lack of knowledge of such conditions.
- B. Contractor shall verify all measurements at building site.

3.2 CUTTING AND PATCHING

- A. Obtain written permission of Architect/Engineer before cutting or piercing structural members.
- B. Sleeves through floors and walls shall be black iron pipe, flush with walls, ceilings or finished floors, sized to accommodate raceway. Grout all penetrations through concrete walls or floors. Holes through existing concrete and concrete block (CMU) shall be core drilled.

3.3 CLEAN-UP AND COMMISSIONING

- A. DURING CONSTRUCTION - Throughout construction, keep work area reasonably neat and orderly by periodic clean-ups.
- B. COMMISSIONING - As independent parts of construction are completed, they may be commissioned and utilized during construction. See various sections for restrictions.

C. AT COMPLETION OF WORK

1. Clean equipment of dirt and debris, including interior of panels, outlet boxes, etc. Remove labels from and clean all fixture lenses.
2. Remove materials, scraps, etc., relative to this work and leave premises in clean and orderly condition. This includes all tunnels, attics, ceiling and crawl spaces.
3. Remove all temporary facilities and restore to conditions present prior to work.

3.4 PROJECT COMPLETION AND DEMONSTRATION

A. TESTING

1. Prior to final test, all switches, panelboards, devices, and fixtures shall be in place.
2. At completion of work, or upon request from Architect/Engineer, place entire electrical installation, and/or any portion thereof, in operation to demonstrate satisfactory operation.
3. All electrical systems shall be free from short circuits and unintentional grounds.
4. Furnish one (1) copy of certified test results to Architect/Engineer prior to final inspection and include one (1) copy in each Brochure of Equipment.

B. ADJUSTMENTS

1. Make all changes necessary to balance connected electrical loads on complete system. Arrange for balanced conditions of circuits under connected load demands, as contemplated by normal working conditions. Final load and balance test shall be demonstrated in presence of Architect/Engineer.
2. Immediately correct all deficiencies which are evidenced during tests and repeat tests until system is approved. Do not cover or conceal electrical installations until satisfactory tests are made and approved.

C. FINAL WALK-THRU

1. Conduct operating tests during final inspection. Demonstrate installation to operate satisfactorily in accordance with requirements of Contract Documents. Should any portion of installation fail to meet requirements of Contract Documents, repair or replace items failing to meet requirements until items can be demonstrated to comply.
2. Have instruments available for measuring light intensities, voltage and current values and for demonstration of continuity, grounds, or open circuit conditions.
3. Furnish personnel to assist in taking measurements and making tests. In event that systems are not complete and fully operational at time of final inspection, all costs of any subsequent inspections shall be borne by Contractor at no additional cost to Owner.

3.5 OWNER ORIENTATION AND TRAINING

A. GENERAL

1. The system training is intended to familiarize the Owner's operating and maintenance staff with all systems requiring maintenance. Training is to be provided after the systems are in place and operational, after issues noted during commissioning have been resolved, and before final acceptance.

2. Provide second set of training sessions for automatic control systems about 6-9 months after the first sessions.
3. All Training shall be videotaped and reproduced on DVD's and given to the owner. Provide a copy for each O&M manual produced.
4. See Individual specification sections for additional training requirements.

B. ATTENDANCE

1. Training is to be provided by contractor's representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) are to be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system.

C. SCHEDULE

1. Duplicate training sessions are to be provided for each training module, so that Owner's operating personnel can be split into two groups during training. Duplicate training sessions to be scheduled on different days. Length of training sessions will be determined by scope of training indicated below, and as coordinated with Owner after draft copy of training documents have been reviewed.

D. TRAINING DOCUMENTATION

1. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
2. Provide a copy of the following items for each person that will be attending the training sessions. Coordinate required number with the Owner.
 - a. Training agenda.
 - b. Summary of new systems and existing systems affected by this project.
 - c. Summary of work performed under this project.
 - d. Control system drawings and sequences of operation.
 - e. List of important maintenance and trouble-shooting operations for all systems.
3. Provide minimum of 2 copies of following items:
 - a. Contract documents including all drawings, specifications, addendums, and change orders.

E. TRAINING SESSIONS

1. Assemble at location to be determined by the Owner.
2. Distribute training documentation as indicated above.
3. Provide classroom style training if required for orientation, discussion of new systems and existing systems affected by this project, and other issues appropriate for a classroom format.
4. Visit site and review locations, and perform detailed review of operation and maintenance requirements for current systems.
5. All training session shall be video recorded and distributed to the owner upon completion in DVD format, or owner desired format. Include all training videos in the O&M manual.

END OF SECTION 260010

SECTION 260505 - SELECTIVE DEMOLITION OF ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes general requirements and methods of execution relating to selective demolition of electrical systems.
- B. Not all removal and revision work required as part of the demolition work is shown on the plans. The plans are intended to indicate areas where demolition will occur and to establish the intent of the demolition work. It is the Contractor's responsibility to remove all existing electrical raceways, wires, devices and equipment that fall within the area affected by demolition of the structure.
- C. The Contractor shall thoroughly familiarize himself with work and local conditions under which the work is to be performed. Using original design drawings and walk-through inspections, a concerted effort was made to place pertinent information on contract drawings. However, due to nature of demo/remodel work, the Contractor must bear in mind that unforeseen conditions may exist, and shall thoroughly inspect work area prior to his bid. The Contractor shall include in his bid any incidental items which may be required to provide complete demolition and rework associated systems in adjacent areas where no demolition is occurring.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Provide materials in accordance with applicable sections in these specifications where:
 - 1. Additional conduit, fittings, conductors, etc., are required for re-connection of circuits that extend beyond the demolition area.
 - 2. Devices or equipment need to be temporarily or permanently relocated.
 - 3. Portions of the remaining structure need to be patched or resurfaced.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify field measurements and circuiting arrangements as shown on Drawings.
- B. Verify that raceways, wiring and equipment being demo'ed only serve facilities in the designated demolition area.

3.2 PREPARATION

- A. 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 and follow the safe working practice requirements of NFPA 70E.
- B. PRE-DEMOLITION MEETING - Participate in a pre-demolition meeting at the project site with Owner and all affected stakeholders.
 - 1. Inspect and discuss the condition of construction to be selectively demolished.
 - 2. Review all asbestos reports and plan electrical demo work to comply with report findings.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review and coordinate requirements of work performed by other trades.
 - 5. Review areas where existing construction is to remain and requires protection.
 - 6. Review procedures to be followed when critical systems are inadvertently interrupted. The Contractor shall be responsible for the coordination required with Owner prior to device/system removal to ensure systems that must remain operational are not compromised during the demolition process.
- C. SURVEY OF EXISTING CONDITIONS - Record existing conditions by use of preconstruction photographs or video.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- D. EXISTING ELECTRICAL SERVICE
 - 1. Make provisions to maintain existing power system in service.
 - 2. Disable the power system only to make switchovers and connections.
 - 3. Obtain permission from the Owner and the Engineer at least [72] hours prior to partially or completely disabling the system.
 - 4. Minimize the duration of any outages.
 - 5. If required, make temporary connections to maintain service in areas adjacent to the demolition work area.

3.3 COORDINATION

- A. The Contractor is responsible for providing and coordinating phased activities and construction methods that minimize disruption to facility operations. Ensure that any portion of systems or devices to remain continue to be complete and operational. Equipment and devices shall not be removed or reconfigured until coordinated with owner.
- B. The Contractor shall coordinate interfaces to existing systems that are being demolished in order to minimize disruption to the existing systems operations. Coordinate all utility service and

system outages with the Owner's Representative, the Architect/Engineer and the local Utility Company as applicable.

- C. Demolition and remodel shall be done quickly so as to not hinder other trades.
- D. Refer to demolition drawings, new drawings and site drawings to coordinate demolition and remodel efforts. Notify Architect/Engineer of any discrepancies.

3.4 EXISTING SERVICES/SYSTEMS TO REMAIN - Maintain services/systems indicated to remain and protect them against damage.

- A. Comply with requirements for existing services/systems interruptions.
- B. When temporary bypass systems are installed, test and get approval from Engineer before proceeding with demolition of existing systems.
- C. For existing equipment cabinets with active components in them, provide an air tight dust seal around the cabinet and circulate cooling air with a portable air conditioning unit or other means to ensure equipment does not overheat.

3.5 DEMOLITION

- A. Revise electrical connections as required to remove all equipment and items listed herein or shown on plans. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations
- B. Remove all electrical devices from walls, floors and ceilings that are to be demolished or moved. This includes but is not limited to:
 - 1. Abandoned panelboards and distribution equipment along with the conduits and wires that constitute their feeders.
 - 2. Starters, disconnects and other devices and equipment serving utilization equipment that is being removed.
 - 3. Light fixtures including brackets, stems, hangers, and other accessories.
 - 4. Switches, outlets, horns, bells, intercom stations, clocks, etc.
- C. Remove abandoned outlets if conduit and wiring servicing them is abandoned and removed. Provide blank cover for any abandoned boxes which are noted on the plans as not removed.
- D. Remove conduit to point where it no longer interferes with construction and is concealed. For conduit buried in concrete or CMU walls, cut conduit off flush with floor and plug conduit.
- E. If certain conduits and boxes are abandoned but not scheduled for removal, they shall be shown on the "As Built Drawings".
- F. If the plans specifically call for conduits that are routed through the demolition area, and are to remain, provide supplemental support to meet the requirements in:
 - 1. Section 260529 "Hangers and Supports for Electrical Systems."

2. Section 260533 "Raceways and Boxes for Electrical Systems."

- G. Remove all conductors back to source (panelboard or last live device). Remove all abandoned communications and security systems cable from origin to destination (do not abandon in place UNO).
- H. Contractor shall give Owner option to keep demo'ed electrical items of his choice. Contractor is responsible for disposal of all remaining electrical items.
- I. Contractor shall be responsible for disposal of all removed lamps and ballasts. Ballasts may contain PCB's and lamps may contain Mercury. These shall be disposed of according to environmental regulations.
- J. Provide revised typed circuit directory in panelboards that have circuits removed.
- K. Repair adjacent construction and finishes damaged during demolition and extension work.
- L. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- M. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover any openings to remain.
- N. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- O. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and/or portable fire suppression devices during flame-cutting operations.
- P. Maintain adequate ventilation when using cutting torches.
- Q. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- R. Dispose of demolished items and materials promptly.

3.6 RELOCATION OF EXISTING EQUIPMENT

- A. Equipment to be relocated shall be serviced, modified and repaired as necessary to place it in good working order and to satisfaction of Architect/Engineer.
- B. Pack or crate items after cleaning and repairing. Identify contents of containers.
- C. Protect items from damage during transport and storage.

- D. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make the item functional for use at its new location.
- E. Equipment shall be tested in the new location and proper function demonstrated.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before demolition operations began.
- B. The contractor shall be required, on a daily basis, to dispose of any demolished material not required to be returned to the Owner. All materials shall be transported off of the Owner's property at the expense of the Contractor.
- C. At the end of each work day or shift, the Contractor shall be required to clean up the work area and remove all construction debris such that the site is clean and usable without hazard to workers.

END OF SECTION 260505

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

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

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. Alpha Wire Company.
3. Belden Inc.
4. Cerro Wire LLC.
5. Encore Wire Corporation.
6. General Cable Technologies Corporation.
7. Okonite Company.
8. Service Wire Co.
9. Southwire Incorporated.
10. WESCO

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.

3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- E. Conductor Insulation:
 1. Type THHN and Type THWN-2: Comply with UL 83.
 2. Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
 3. Type XHHW-2: Comply with UL 44.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. 3M Electrical Products
 2. AFC Cable Systems, Inc.
 3. Gardner Bender.
 4. Hubbell Power Systems, Inc.
 5. Ideal Industries, Inc.
 6. Ilsco; a branch of Bardes Corporation.
 7. NSi Industries LLC.
 8. O-Z/Gedney; a brand of the EGS Electrical Group.
 9. Service Wire Co.
 10. TE Connectivity Ltd.
 11. Thomas and Betts Corp

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders and Branch Circuits: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND WIRING METHODS

- A. Branch Circuits:
 1. Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- G. **Provide a dedicated neutral conductor for each 120 V branch circuit.**

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. RATIONALE – Grounding provides the foundation to the entire electrical system. This system is designed to:
 - 1. Protect personnel.
 - 2. Minimize damage to equipment and property in the event of high fault current situations,
 - 3. Improve overall electrical system reliability, and
 - 4. Minimize the effects of transient overvoltages.
- B. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Equipment and wiring device grounding conductor shall be as follows:
 - 1. Bare copper or have green insulation of same type as circuit conductors (larger wires may be permanently marked with green).
 - 2. Properly sized in accordance with the NEC.

C. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

- D. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Conduit Hubs: Mechanical type, terminal with threaded hub.
- H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- J. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- K. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

- L. Straps: Solid copper, copper lugs. Rated for 600 A.
- M. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal one-piece clamp.
- N. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- O. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with zinc-plated bolts.
 - a. Material: Die-cast zinc alloy.
 - b. Listed for direct burial.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Any threaded bolt connectors shall be torqued in accordance with manufacturer's guidelines.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits. Do not rely on conduit for the grounding path.
- B. Multiple circuits sharing a raceway may share a single grounding conductor if all of the following requirements are met:
 - 1. All circuits originate in the same panel.
 - 2. No more than three single pole circuits may share a ground conductor.
 - 3. Size the ground conductor for the largest circuit.
- C. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.

- D. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- E. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- D. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity. Size bonding conductors and jumpers in accordance with NEC 250.122, using the rating of the circuit that is likely to energize the ducts.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed 25 ohms to ground.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Data: Certificates, for hangers and supports for electrical equipment and systems, accessories, and components, from manufacturer.

1.4 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified and the supported equipment and systems will be fully operational after the seismic event."

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. B-line, an Eaton business.
 - c. ERICO International Corporation.
 - d. Flex-Strut Inc.
 - e. Gripple Inc.
 - f. G-Strut.
 - g. Thomas & Betts Corporation; A Member of the ABB Group.
 - h. Unistrut; Part of Atkore International.
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Material for Channel, Fittings, and Accessories: Galvanized steel.
 4. Channel Width: Selected for applicable load criteria.
 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.

4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 1. NECA 1.
 2. NECA 101
 3. NECA 102.
 4. NECA 105.
 5. NECA 111.
- B. Comply with requirements for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Boxes, enclosures, and cabinets.

1.2 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. For custom enclosures and cabinets include plans, elevations, sections, details, and attachments to other work.

1.3 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Data: Certificates, for enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. Electri-Flex Company.
 - c. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - d. Patriot Aluminum Products, LLC.
 - e. Perma-Cote.
 - f. Picoma Industries, Inc.
 - g. Plasti-Bond.
 - h. Republic Conduit.
 - i. Southwire Company.
 - j. Thomas & Betts Corporation; A Member of the ABB Group.

- k. Western Tube and Conduit Corporation.
 - 2. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 3. GRC: Comply with ANSI C80.1 and UL 6.
 - 4. IMC: Comply with ANSI C80.6 and UL 1242.
 - 5. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch, minimum.
 - 6. EMT: Comply with ANSI C80.3 and UL 797.
 - 7. FMC: Comply with UL 1; zinc-coated steel.
 - 8. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
- 1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Fittings, General: Listed and labeled for type of conduit, location, and use.
 - 3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
 - 4. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 - 5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- C. Joint Compound for IMC, GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Nonmetallic Conduit:
- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Arnco Corporation.
 - b. CANTEX INC.
 - c. CertainTeed Corporation.
 - d. Champion Fiberglass, Inc.
 - e. Condux International, Inc.
 - f. Electri-Flex Company.
 - g. FRE Composites.

- h. Kraloy.
 - i. Lamson & Sessions.
 - j. Niedax Inc.
 - k. RACO; Hubbell.
 - l. Thomas & Betts Corporation; A Member of the ABB Group.
- B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 1. RNC: Type EPC-40-PVC or Type EPC-80-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
 - 2. LFNC: Comply with UL 1660.
 - 3. Rigid HDPE: Comply with UL 651A.
 - 4. Continuous HDPE: Comply with UL 651B.
- C. Nonmetallic Fittings:
 - 1. Fittings, General: Listed and labeled for type of conduit, location, and use.
 - 2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
 - 3. Fittings for LFNC: Comply with UL 514B.
 - 4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 STANDARD CONDUIT SEALS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. American Polywater Corporation
 - 2. Dura-Line, Inc.
 - 3. FS3, Inc.
- B. Description: Sealing compound for use in underground conduit to prevent water and gas infiltration in non-classified locations.
 - 1. Semi-permanent, re-enterable seal.
 - 2. Compatible with PVC, rigid steel, EMT, IMC, fiberglass and polyethylene conduits.
 - 3. Keeps water, acids, greases, gases, insects, rodents, etc., out of the conduit.
 - 4. Two-part high-expansion urethane foam with 98% closed cell content.
 - 5. Cured compressive strength of 300 lbs. (ASTM D790), tensile strength of 250 lbs. (ASTM D1623), and flexural strength of 450 lbs. (ASTM D790) and temperature range of -20° to 200°F.
 - 6. Cured sealant will be capable of holding 10 psi water pressure continuously.
 - 7. Meets NEC requirements for raceway seals per Articles 225.27, 230.8 and 300.5
 - 8. FST™ Sealant or equivalent.

2.4 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. B-line, an Eaton business.
 - 2. Hoffman; a brand of Pentair Equipment Protection.
 - 3. MonoSystems, Inc.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1, Type 3R, Type 4 or Type 12 unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.5 J-HOOKS

- A. Description: Prefabricated sheet metal cable supports for low-voltage cables (lighting controls).
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton, B-line.
 - 2. Panduit Corp.
 - 3. Wiremold / Legrand.
- C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

2.6 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Crouse-Hinds, an Eaton business.
 - 2. Erickson Electrical Equipment Company.
 - 3. Hoffman; a brand of Pentair Equipment Protection.
 - 4. Hubbell Incorporated.
 - 5. Hubbell Incorporated; Wiring Device-Kellems.
 - 6. Milbank Manufacturing Co.
 - 7. MonoSystems, Inc.

8. Oldcastle Enclosure Solutions.
 9. O-Z/Gedney; a brand of Emerson Industrial Automation.
 10. RACO; Hubbell.
 11. Stahlin Non-Metallic Enclosures.
 12. Thomas & Betts Corporation; A Member of the ABB Group.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep with single gang mud ring unless device(s) requires otherwise.
- I. Gang-able boxes are allowed for 6-gang or larger.
- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1, Type 3R, Type 4 or Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Nonmetallic Enclosures: Plastic.
 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- K. Cabinets:
1. NEMA 250, Type 1, Type 3R or Type 12 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.
 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Indoors: Apply raceway products as specified below unless otherwise indicated.
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed and Subject to Severe Physical Damage: GRC.
 - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 5. Damp or Wet Locations: GRC.
 - 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 nonmetallic in institutional and commercial kitchens and damp or wet locations.
- B. Minimum Raceway Size: 1 inch trade size for telecom/data and 3/4 inch trade size for all other applications.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- D. Install surface raceways only where specifically indicated on Drawings.
- E. Install nonmetallic conduit or tubing for protecting bare grounding conductors.
- F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 LOW VOLTAGE CABLE INSTALLATION

- A. Any low voltage cables in exposed or finished areas shall be in raceway.
- B. In accordance with NEC 300.11 and NEC 800.24, any low voltage cables installed in accessible ceilings without conduit, including lighting control cables, shall be as follows:
 - 1. Cables shall not be draped over air ducts, pipes, or conduits, shall not rest on the ceiling grid or tiles, and shall not use ceiling grid support wires or rods.

2. Cables shall be supported using j-hooks at intervals not to exceed 48". J-hooks shall be attached to the structure with dedicated support wires, and a j-hook shall be installed at each change in cabling direction.
3. Written approval shall be obtained from the IT designer prior to any use of communications system cable/ladder tray or j-hooks. Wherever cable tray or communication system j-hooks are used, the lighting controls cabling shall be bundled with cable ties. Any non-metallic cable ties used to bundle the cables shall be plenum rated.

3.3 INSTALLATION

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
- D. Do not fasten conduits onto the bottom side of a metal deck roof.
- E. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Whenever routed in parallel, maintain 12" minimum separation between communications conduits and power conduits. Where these conduits must intersect, cross at 90 degrees.
- G. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches of enclosures to which attached.
- L. Stub-ups to Above Recessed Ceilings:
 1. Use EMT for raceways.
 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- O. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- P. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- Q. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- R. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- S. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- T. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- U. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- V. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- W. Standard Conduit Seals:
 - 1. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - a. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - b. Where an underground service raceway enters a building or structure.
 - c. Conduit extending from interior to exterior of building.
 - d. Conduit extending into pressurized duct and equipment.

- e. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
- f. Where otherwise required by NFPA 70.

X. Expansion-Joint Fittings:

- 1. Install where RNC (Schedule 80 PVC) is allowed/required for utility riser at service entrance.
- 2. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).
- 3. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
 - d. Attics: 135 deg F (75 deg C) temperature change.
- 4. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F of temperature change for PVC conduits.
- 5. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
- 6. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

Y. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

- 1. Use LFMC in damp or wet locations subject to severe physical damage.
- 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

Z. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

AA. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

BB. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

CC. Locate boxes so that cover or plate will not span different building finishes.

DD. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

- EE. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.5 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
 - 2. Tapes and stencils.
 - 3. Signs.
 - 4. Cable ties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits within Buildings. Identify the covers of each junction and pull box:
 - 1. Affix label with black letters indicating voltage and system or service type.
- B. Conductor Color-Coding for Phase and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
 - 1. Utilize factory applied, colored insulation for No. 8 AWG and smaller.

2. If Authority Having Jurisdiction permits, for sizes larger than No. 8 AWG, where conductors with factory colored insulation are not commonly available, colored non-aging, plastic tape may be field applied. Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
3. Colors for Three-Phase Wye, 208/120V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White.
4. Colors for Three-Phase, 480/277V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Neutral: Gray.
5. Color for Equipment Grounds: Bare copper or Green.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
3. Arc Flash Warning: "WARNING – KEEP CLEAR. RISK OF ELECTRIC SHOCK OR ARC FLASH. PPE REQUIRED.”.

E. Equipment Identification Labels:

1. Black letters on a white field, or white letters on a black field.
2. Include equipment designation and circuit.
3. Exterior equipment labels shall have a rivet or screw mounted label on the exterior door.
4. 1" minimum height letters for service disconnect and emergency shut-off switches.
5. 1/2" minimum height letters for panelboards, switchboards, relay enclosures and transformers.
6. 1/4" minimum height letters for disconnect switches and motor starters.
7. 1/8" minimum height letters for device coverplates (where required).

2.3 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

- B. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

2.4 SIGNS

A. Baked-Enamel Signs:

- 1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
- 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
- 3. Nominal Size: 7 by 10 inches (180 by 250 mm).

B. Laminated Acrylic or Melamine Plastic Signs:

- 1. Engraved legend.
- 2. Thickness:
 - a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.
 - b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.
 - c. Engraved legend with black letters on white face
 - d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

- 1. Minimum Width: 3/16 inch (5 mm).
- 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
- 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
- 4. Color: Black, except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

- 1. Minimum Width: 3/16 inch (5 mm).
- 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
- 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
- 4. Color: Black.

C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

- 1. Minimum Width: 3/16 inch (5 mm).
- 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).

3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- D. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- E. Self-Adhesive Identification Products used on the exterior of the building: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product. Labels shall have a rivet or screw mounted on each side of the label, located on the exterior door.

- F. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- G. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- H. Laminated Acrylic or Melamine Plastic Signs:
 - 1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- I. Cable Ties: General purpose, for attaching tags, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box with self-adhesive labels containing the wiring system legend and system voltage.
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.
- F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and

29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

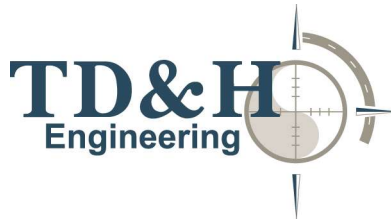
- I. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.
 - 1. Apply to exterior of door, cover, or other access.
 - 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- K. Arc Flash Warning Labeling: Self-adhesive labels.
- L. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- M. Emergency Operating Instruction Signs: Self-adhesive labels, Laminated acrylic or melamine plastic signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer and load shedding.
- N. Equipment Identification Labels:
 - 1. Indoor Equipment: Engraved, laminated acrylic or melamine plastic label.
 - 2. Outdoor Equipment: Engraved, Laminated acrylic or melamine label.
 - 3. Equipment to Be Labeled:
 - a. Panelboards/Switchboards:
 - 1) Typewritten directory of circuits in the location provided by panelboard manufacturer. Spares shall be filled in by hand with pencil.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Enclosed switches.
 - e. Enclosed circuit breakers.
 - f. Enclosed controllers.
 - g. Variable-speed controllers.
 - h. Push-button stations.
 - i. Power transfer equipment.
 - j. Contactors.
 - k. Remote-controlled switches, dimmer modules, and control devices.
 - l. Monitoring and control equipment.
 - m. UPS equipment.
 - n. Wiring devices

MILLER DINING AUXILIARIES
OFFICES HVAC UPGRADES

PPA# 24-1099

END OF SECTION 260553

1800 River Drive North
Great Falls, MT 59401



406.761.3010
tdhengineering.com

ASBESTOS INSPECTION SUMMARY

TD&H Engineering (TD&H) performed an asbestos inspection of Montana State University Miller Dining Hall in Bozeman, Montana, on October 7th and 8th, 2025. The purpose of the pre-renovation inspection was to assess building materials suspected of containing asbestos within the lower level, mid-level, offices on the main level, and the penthouse that may be impacted by renovation activities according to demolition plans.

The inspection was performed by Mr. Corey League and Ms. Ashley Warner of TD&H, both Montana-accredited asbestos inspectors, in accordance with the U.S. Environmental Protection Agency (EPA) – Asbestos Hazards and Emergency Response Act (AHERA) regulation 40 CFR 763.

None of the building materials contain detectable concentrations of asbestos.

Sincerely,

Ashley Warner
MTA-6159 Exp. 2026.01.31
Industrial Hygiene Technician II
TD&H ENGINEERING

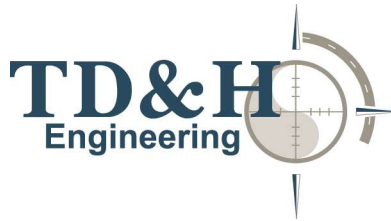
Corey League, CHMM
MTA-5902 Exp. 2025.11.08
Project Manager
TD&H ENGINEERING

TD&H Project No: 25-157-070

Report Issue Date: October 16, 2025

I:\2025\GTF\25-157 MSU Miller Dining Offices\05_DESIGN\IND HYGIENE\APPENDIX\A_ASBESTOS INSPECTION SUMMARY\WORKING\ASBESTOS SUMMARY PAGE.DOCX

1800 River Drive North
Great Falls, MT 59401



406.761.3010
tdhengineering.com

October 16, 2025

Mr. Loras O'Toole
Montana State University
University Facilities Management
P.O. Box 172760
Bozeman, Montana 59717

RE: PRE-RENOVATION ASBESTOS INSPECTION REPORT

MONTANA STATE UNIVERSITY
MILLER DINING HALL
HVAC REPLACEMENT
BOZEMAN, MONTANA 59717
TD&H ENGINEERING JOB NO. 25-157-070

Dear Mr. O'Toole,

In accordance with your authorization to proceed, TD&H Engineering (TD&H) performed a limited pre-renovation asbestos inspection of the Montana State University (MSU) Miller Dining Hall on October 7th and October 8th, 2025. This asbestos inspection report must be kept on site during all renovation activities. A summary of the asbestos inspection is provided in **Appendix A**. The Montana Department of Environmental Quality (MDEQ) issued new rules in 2024, and the procedure followed by TD&H reflects these rules.

PROJECT DESCRIPTION

The building is a 50,200-square-foot, concrete foundation, multiple-story commercial building known as the MSU Miller Dining Hall. The building consists of three levels, with a mid level between the first and second floors. The interior walls of the building are drywall. Ceilings are concrete with a drop ceiling consisting of 2' x 2' lay-in ceiling panels. The floors are concrete.

The inspection was limited to components on the first floor, the mid-level floor, the second-floor office area, and penthouse that will be impacted per the HVAC renovation plans. The dining hall, loading dock, roof, and exterior were not included in the inspection.

ASBESTOS INSPECTION

The Administrative Rules of Montana (ARM) 17.74.354 require an asbestos inspection be completed for all building materials prior to scheduled renovation activities to determine if asbestos-containing materials (ACM) are present. ACM is defined as any material or product that contains more than 1% asbestos. The National Emissions Standards for Hazardous Air Pollutants [NESHAP – 40 Code of Federal Regulations (CFR) 61], the United States Occupational Safety and Health Administration (OSHA), and the ARM regulate asbestos due to the respiratory hazard that airborne asbestos fibers present. The inspection was

performed by Mr. Corey League and Ms. Ashley Warner of TD&H, both Montana-accredited asbestos inspectors, in accordance with the United States Environmental Protection Agency (EPA) – Asbestos Hazards and Emergency Response Act (AHERA) regulation 40 CFR 763. Documentation of accreditation is provided in **Appendix B**.

Building materials were identified, categorized, numbered, and placed into homogeneous areas (HAs) for sample collection and laboratory analysis. The number of samples collected from building materials identified during the inspection is based on the following:

- *Surfacing Materials:* At least three samples for surfacing materials that are 1,000 square feet (SF) or less, at least five samples for surfacing materials that are greater than 1,000 SF but less than or equal to 5,000 SF, and at least seven samples for surfacing materials that are greater than 5,000 SF.
- *Thermal System Insulation:* Three samples from each HA of thermal system insulation, which may include but is not limited to boiler insulation, mudded fittings, and expanded vermiculite insulation.
- *Miscellaneous Materials:* Three samples from each HA of miscellaneous material, such as ceiling tile, wallboard system, cove base mastic, floor tile and mastic, concrete, roofing materials, and brick mortar.
- *Materials Less Than Regulated Quantities:* At least one sample from each HA of patching material, such as replacement floor tiles or patching plaster, and materials of less than 10 SF in total area, which are not subject to regulation by the MDEQ but may still trigger OSHA requirements.

A total of 35 suspect building materials were identified during the inspection. Bulk samples were collected from the building in accordance with the currently recognized standard protocol developed under AHERA. Bulk samples were placed into containers and shipped to CA Labs, LLC (CA Labs) in Baton Rouge, Louisiana, for analysis using Polarized Light Microscopy (PLM) in accordance with the EPA Method 600/R-93/116. CA Labs is accredited through the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP). The point-counting technique employed by CA Labs in the analysis of these samples has a limit of detection of approximately 0.1% by volume on samples that contained asbestos at concentrations under 1%.

All samples collected during the inspection were determined to be non-asbestos-containing and were listed in the report as "None Detected." These HAs are shown in Table 1 below. The analytical report provided by CA Labs is provided in **Appendix C**, and sample locations are shown on Figures 1, 2, and 3 in **Appendix D**.

Table 1 Non-Asbestos-Containing Building Materials MSU Miller Dining Hall, Bozeman, Montana		
Homogenous Area (HA)	Sample Description	Location
C3.1	2' x 2' Dot and Fissure Lay-In Ceiling Panels	Rooms 129, 131, 133, 135, 136, 136B, 138, 140, 141, 141N, 141L, 199LB, 202, 203, 204, 298LB, 299LB
C3.2	2' x 2' Dot Lay-In Ceiling Panels	Room 132
D1.1	Drywall	Throughout Lower Level and Main Level
D2.1	Joint Compound	Throughout Lower Level and Main Level
D1.2	Drywall	Penthouse
D2.2	Joint Compound	Penthouse
G1.1	Concrete Ceiling	Throughout Lower Level
G1.2	Concrete Floor with Glaze	Room 41
G1.3	Concrete Floor	Penthouse
G2.1	Concrete Masonry Unit (CMU) Walls	Penthouse
N2.1	Blue Plumbers Tape	Room 41
N2.2	Gray Duct Caulking	Throughout Duct System Above Drop Ceiling and Penthouse
N2.3	Self-Adhesive White Foam Strip Around Fan Coil Unit	On All Fan Coil Units
N2.4	Clear RTV Silicone	Penthouse
S1.1	Orange Peel Texture on Drywall	Rooms 129, 131, 133, 135, 136, 136B, 138, 140, 141, 141N, 141L, 199LB, 202, 203, 204, 298LB, 299LB
T1.1	Black Foam Pipe Insulation	Throughout
T9.1	Black Insulation Tape	Throughout
T1.2	4" Condensed Water Supply All Service Jacket (ASJ)	Throughout, Sampled Room 41
T1.3	White Foam ASJ	Room 41
T9.2	White Insulation Tape	Room 41
T1.4	6" Condensed Water Supply ASJ	Throughout, Sampled Room 41
T1.5	ASJ Coupler	Room 41
T1.6	Silver Foam Insulation	Off All Fan Coil Units
T1.7	Gray Fan Coil Unit Foam Insulation	On All Fan Coil Units
T1.8	White Foam with White Paper	Off All Fan Coil Units
T2.1	6" PVC Pipe Jacket	Throughout, Sampled Room 41
T2.2	4" PVC Pipe Jacket with White Insulation	Throughout, Sampled Room 41
T8.1	16" Brown Duct Wrap Insulation with Silver Foil	Throughout Duct System Above Drop Ceiling
T8.2	6" Pink Duct Wrap Insulation with Silver Foil	Throughout, Off Fan Coil Units
T8.3	6" Brown Flexduct Insulation with Silver Foil	Throughout, Connecting to T8.2
T8.4	6" flexduct Insulation with Black Plastic Wrap	Throughout the Main Level Above the Drop Ceiling
T8.5	Brown Duct Insulation with Silver Foil	Penthouse
T9.3	Silver Duct Tape	Penthouse
T11.1	Black Vibration Dampener	Penthouse
T14.1	Insulation End Cap (Bridging Encapsulant)	Throughout, Sampled Room 41

RECOMMENDATIONS

The following recommendations for materials containing asbestos are based on our observations and the anticipated scope of renovation.

Since none of the suspect materials were determined by laboratory analysis to contain asbestos, no further action is required regarding asbestos. Additional sampling may be necessary if site activities expose other suspect materials or the scope of work changes to include suspect materials not described in this report.

LIMITATIONS

This asbestos inspection report was prepared based on information gathered during multiple site visits and interpretations of laboratory analytical results provided by CA Labs. The inspection report is intended to provide information concerning the various types of building materials that were considered suspect for containing asbestos and to inform you of which building materials tested positive.

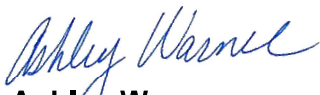
Most building components were visible and accessible at the time of our site visit. However, additional suspect materials may be encountered during renovation activities. If work will disturb materials in addition to those included in this report, TD&H should be contacted and may need to be present during these activities.

This asbestos report is intended for use by the MSU Facilities Management and their clients. The scope of services performed by TD&H Engineering may not be appropriate to satisfy the needs of other users, and any use or re-use of this document, or the findings presented herein, is at the sole risk of the user.

CLOSING

We appreciate this opportunity to provide these industrial hygiene-consulting services to you. Should you have questions or need further clarification about information contained herein, please feel free to contact us at (406) 761-3010.

Sincerely,



Ashley Warner
MTA-6159 Exp. 2026.01.31
Industrial Hygiene Technician II
TD&H ENGINEERING



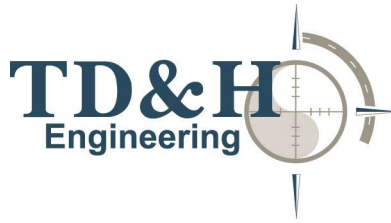
Corey League, CHMM
MTA-5902 Exp. 2025.11.08
Project Manager
TD&H ENGINEERING

APPENDICES:	A	ASBESTOS INSPECTION SUMMARY
	B	DOCUMENTATION OF ACCREDITATION
	C	ASBESTOS LABORATORY REPORT
	D	ASBESTOS SAMPLE LOCATIONS

APPENDIX A

ASBESTOS INSPECTION SUMMARY

1800 River Drive North
Great Falls, MT 59401



406.761.3010
tdhengineering.com

ASBESTOS INSPECTION SUMMARY

TD&H Engineering (TD&H) performed an asbestos inspection of Montana State University Miller Dining Hall in Bozeman, Montana, on October 7th and 8th, 2025. The purpose of the pre-renovation inspection was to assess building materials suspected of containing asbestos within the lower level, mid-level, offices on the main level, and the penthouse that may be impacted by renovation activities according to demolition plans.

The inspection was performed by Mr. Corey League and Ms. Ashley Warner of TD&H, both Montana-accredited asbestos inspectors, in accordance with the U.S. Environmental Protection Agency (EPA) – Asbestos Hazards and Emergency Response Act (AHERA) regulation 40 CFR 763.

None of the building materials contain detectable concentrations of asbestos.

Sincerely,

Ashley Warner
MTA-6159 Exp. 2026.01.31
Industrial Hygiene Technician II
TD&H ENGINEERING

Corey League, CHMM
MTA-5902 Exp. 2025.11.08
Project Manager
TD&H ENGINEERING

TD&H Project No: 25-157-070

Report Issue Date: October 16, 2025

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APPENDIX B

DOCUMENTATION OF ACCREDITATION

ASHLEY WARNER

has met the requirements of Montana Administrative Rule
17.74.362 and/or 17.74.363 for accreditation in the following
asbestos occupation(s) through the specified expiration date(s).

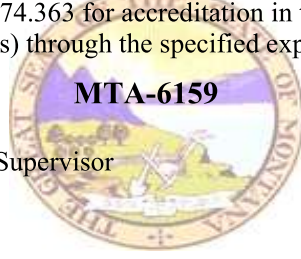
MTA-6159

Asbestos Inspector

01/31/2026

Project Contractor/Supervisor

01/30/2026



MT DEQ Asbestos Control Program

ASHLEY WARNER
1800 RIVER DRIVE NORTH
GREAT FALLS MT 59401

HOMER C LEAGUE

has met the requirements of Montana Administrative Rule 17.74.362 and/or 17.74.363 for accreditation in the following asbestos occupation(s) through the specified expiration date(s).

MTA-5902

Asbestos Inspector

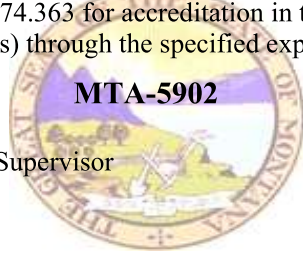
11/08/2025

Project Contractor/Supervisor

11/07/2025

Project Designer

11/06/2025



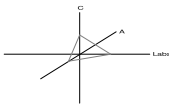
MT DEQ Asbestos Control Program

HOMER C LEAGUE
1800 RIVER DRIVE NORTH
GREAT FALLS MT 59401

APPENDIX C
ASBESTOS LABORATORY REPORT

CA Labs
Dedicated to
Quality

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

TD & H Engineering

1800 River Drive North
Great Falls, MT 59401

Attn: Corey League

Customer Project: MSU Miller Dining Hall Asbestos Inspection

Reference #: CBR25107801

Date: 10/14/2025

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

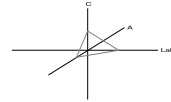
Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Quantification of <1% will actually be reported as ≤1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.



Overview of Project Sample Material Containing Asbestos

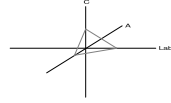
Customer Project:		MSU Miller Dining Hall Asbestos Inspection		CA Labs Project #:	CBR25107801
Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types	

No Asbestos Detected.

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.



Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Corey League
TD & H Engineering
1800 River Drive North
Great Falls, MT 59401

Customer Project:
MSU Miller Dining Hall
Asbestos Inspection

CA Labs Project #:
CBR25107801

Turnaround Time: 2 day

Date: 10/14/2025
Samples Received: 10/10/2025
Date Of Sampling: 10/8/2025
Purchase Order #: 25-157-070

Phone # 406-761-3010
Fax # 406-727-2872

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
C3.1A		C3.1 A-1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
C3.1B		C3.1 B-1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
C3.1C		C3.1 C-1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
C3.2A		C3.2 A-1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
C3.2B		C3.2 B-1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
C3.2C		C3.2 C-1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
D1.1A+D2. 1A		D1.1 A-1	White Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

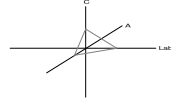

David Darby
Analyst

Senior Analyst
Alicia Stretz


Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested



Polarized Light Asbestiform Materials Characterization

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TD & H Engineering
1800 River Drive North
Great Falls, MT 59401

Customer Project:
MSU Miller Dining Hall
Asbestos Inspection

CA Labs Project #:
CBR25107801

Turnaround Time: 2 day

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Samples Received: 10/10/2025
Date Of Sampling: 10/8/2025
Purchase Order #: 25-157-070

Phone # 406-761-3010
Fax # 406-727-2872

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
D1.1 A-2	White Compound Beneath Tape			Y	None Detected		100% qu, mi, ca
D1.1 A-3	White Drywall with Paper			N	None Detected	10% ce	90% qu, gy
D1.1B+D2. 1B	White Surfaced White Compound	D1.1 B-1		N	None Detected		100% qu, mi, bi, ca
	White Drywall with Paper	D1.1 B-2		N	None Detected	10% ce	90% qu, gy
D1.1C+D2. 1C	White Surfaced White Compound	D1.1 C-1		N	None Detected		100% qu, mi, bi, ca
	White Drywall with Paper	D1.1 C-2		N	None Detected	10% ce	90% qu, gy
D1.2A+D2. 2A	White Compound	D1.2 A-1		Y	None Detected		100% qu, mi, ca

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ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

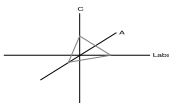
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Senior Analyst
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Laboratory Director
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Polarized Light Asbestiform Materials Characterization

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----------	-------------	------------	--	-------------------------------	--	--------------------------------------	-------------------------------

D1.2 White Compound Beneath
A-2 Tape

Y **None Detected**

100% qu, mi, ca

D1.2
A-3 White Drywall with Paper

N **None Detected**

10% ce

90% qu, gy

D1.2B+D2.
2B

D1.2
B-1 White Compound

Y **None Detected**

100% qu, mi, ca

D1.2
B-2 White Drywall with Paper

N **None Detected**

10% ce

90% qu, gy

D1.2C+D2.
2C

D1.2 White Surfaced White
C-1 Compound

N **None Detected**

100% qu, mi, bi,
ca

D1.2
C-2 White Drywall with Paper

N **None Detected**

10% ce

90% qu, gy

G1.1A

G1.1
A-1 Gray Concrete

Y **None Detected**

100% qu, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
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bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

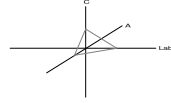
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Analyst

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Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
G1.1B		G1.1 B-1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.1C		G1.1 C-1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.2A		G1.2 A-1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.2B		G1.2 B-1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.2C		G1.2 C-1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.3A		G1.3 A-1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.3B		G1.3 B-1	Gray Concrete	Y	None Detected		100% qu, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

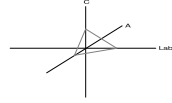

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Senior Analyst
Alicia Stretz


Laboratory Director
Chris Williams

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Polarized Light Asbestiform Materials Characterization

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TD & H Engineering
1800 River Drive North
Great Falls, MT 59401

Customer Project:
MSU Miller Dining Hall
Asbestos Inspection

CA Labs Project #:
CBR25107801

Turnaround Time: 2 day

Date: 10/14/2025
Samples Received: 10/10/2025
Date Of Sampling: 10/8/2025
Purchase Order #: 25-157-070

Phone # 406-761-3010
Fax # 406-727-2872

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
G1.3C		G1.3 C-1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G2.1A		G2.1 A-1	Gray CMU	Y	None Detected		100% qu, ma, ca, ot
		G2.1 A-2	Gray Grout	Y	None Detected		100% qu, ma, ca
G2.1B		G2.1 B-1	Gray CMU	Y	None Detected		100% qu, ma, ca, ot
		G2.1 B-2	Gray Grout	Y	None Detected		100% qu, ma, ca
G2.1C		G2.1 C-1	Gray CMU	Y	None Detected		100% qu, ma, ca, ot
		G2.1 C-2	Gray Grout	Y	None Detected		100% qu, ma, ca

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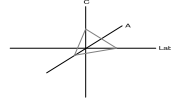
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N2.1		N2.1- 1	Blue Wrap	Y	None Detected	70% sy	30% qu, ma, bi
N2.2A		N2.2 A-1	Gray Sealant	Y	None Detected		100% qu, ma
N2.2B		N2.2 B-1	Gray Sealant	Y	None Detected		100% qu, ma
N2.2C		N2.2 C-1	Gray Sealant	Y	None Detected		100% qu, ma
N2.3A		N2.3 A-1	White Foam	Y	None Detected		100% qu, ot
N2.3B		N2.3 B-1	White Foam	Y	None Detected		100% qu, ot
N2.3C		N2.3 C-1	White Foam	Y	None Detected		100% qu, ot

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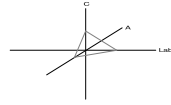

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N2.4A		N2.4 A-1	Tan Sealant	Y	None Detected		100% qu, ma
N2.4B		N2.4 B-1	Tan Sealant	Y	None Detected		100% qu, ma
N2.4C		N2.4 C-1	Tan Sealant	Y	None Detected		100% qu, ma
S1.1A		S1.1A- 1	Tan Surfacing	N	None Detected		100% qu, bi, ca
		S1.1A- 2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
S1.1B		S1.1B- 1	Tan Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
S1.1C		S1.1 C-1	Tan Surfacing	Y	None Detected		100% qu, bi, ca

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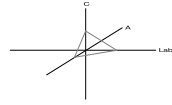

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S1.1D		S1.1 D-1	Tan Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
S1.1E		S1.1E- 1	Tan Surfacing	Y	None Detected		100% qu, bi, ca
S1.1F		S1.1F- 1	Tan Surfacing	Y	None Detected		100% qu, bi, ca
S1.1G		S1.1 G-1	Tan Surfacing	Y	None Detected		100% qu, bi, ca
		S1.1 G-2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
T1.1A		T1.1A- 1	Black Foam	Y	None Detected		100% qu, ot
T9.1A		T9.1A- 1	Black Wrap	Y	None Detected	30% sy	70% qu, ma, bi

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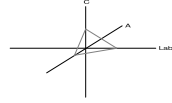

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Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
T1.1B+T9.1 B		T1.1B- 1	Black Wrap	Y	None Detected	30% sy	70% qu, ma, bi
		T1.1B- 2	Black Foam	Y	None Detected		100% qu, ot
T1.1C+T9.1 C		T1.1C- 1	Black Wrap	Y	None Detected	30% sy	70% qu, ma, bi
		T1.1C- 2	Black Foam	Y	None Detected		100% qu, ot
T1.2A		T1.2A- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot
		T1.2A- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.2B		T1.2B- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot

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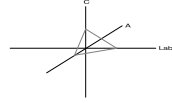
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Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		T1.2B- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.2C		T1.2C- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot
		T1.2C- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.3A+T9.2 A		T1.3A- 1	White Wrap	Y	None Detected	40% fg	60% qu, ma
		T1.3A- 2	White Foam	Y	None Detected		100% qu, ot
T1.3B+T9.2 B		T1.3B- 1	White Wrap	Y	None Detected	40% fg	60% qu, ma
		T1.3B- 2	White Foam	Y	None Detected		100% qu, ot

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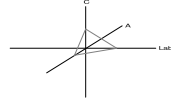

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T1.3C+T9.2 C		T1.3C- 1	White Wrap	Y	None Detected	40% fg	60% qu, ma
		T1.3C- 2	White Foam	Y	None Detected		100% qu, ot
T1.4A		T1.4A- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot
		T1.4A- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.4B		T1.4B- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot
		T1.4B- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.4C		T1.4C- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot

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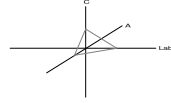
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		T1.4C- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.5A		T1.5A- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot
		T1.5A- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.5B		T1.5B- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot
		T1.5B- 2	Yellow Fibrous Insulation	Y	None Detected	100% fg	
T1.5C		T1.5C- 1	White Wrap	Y	None Detected	70% fg	30% qu, ma, ot
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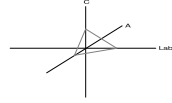

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T1.6A		T1.6A- 1	Gray Foam	Y	None Detected		100% ot
T1.6B		T1.6B- 1	Gray Foam	Y	None Detected		100% ot
T1.6C		T1.6C- 1	Gray Foam	Y	None Detected		100% ot
T1.7A		T1.7A- 1	Gray Insulation	Y	None Detected	30% sy	70% qu, ma, ot
T1.7B		T1.7B- 1	Gray Insulation	Y	None Detected	30% sy	70% qu, ma, ot
T1.7C		T1.7C- 1	Gray Insulation	Y	None Detected	30% sy	70% qu, ma, ot
T1.8A		T1.8A- 1	Tan Wrap	Y	None Detected		100% qu, ma

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

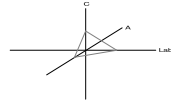
David Darby
Analyst

Senior Analyst
Alicia Stretz

Laboratory Director
Chris Williams

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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested



Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Corey League
TD & H Engineering
1800 River Drive North
Great Falls, MT 59401

Customer Project:
MSU Miller Dining Hall
Asbestos Inspection

CA Labs Project #:
CBR25107801

Turnaround Time: 2 day

Date: 10/14/2025
Samples Received: 10/10/2025
Date Of Sampling: 10/8/2025
Purchase Order #: 25-157-070

Phone # 406-761-3010
Fax # 406-727-2872

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		T1.8A- 2	Tan Foam	Y	None Detected		100% ot
T1.8B		T1.8B- 1	Tan Wrap	Y	None Detected		100% qu, ma
		T1.8B- 2	Tan Foam	Y	None Detected		100% ot
T1.8C		T1.8C- 1	Tan Wrap	Y	None Detected		100% qu, ma
		T1.8C- 2	Tan Foam	Y	None Detected		100% ot
T2.1A		T2.1A- 1	White Covering	Y	None Detected		100% qu, ma
T2.1B		T2.1B- 1	White Covering	Y	None Detected		100% qu, ma

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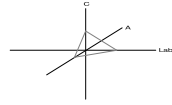

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T2.1C		T2.1C- 1	White Covering	Y	None Detected		100% qu, ma
T2.2A		T2.2A- 1	White Covering	Y	None Detected		100% qu, ma
		T2.2A- 2	White Fibrous Insulation	Y	None Detected	100% fg	
T2.2B		T2.2B- 1	White Covering	Y	None Detected		100% qu, ma
		T2.2B- 2	White Fibrous Insulation	Y	None Detected	100% fg	
T2.2C		T2.2C- 1	White Covering	Y	None Detected		100% qu, ma
		T2.2C- 2	White Fibrous Insulation	Y	None Detected	100% fg	

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ma - matrix	qu - quartz	sy - synthetic	

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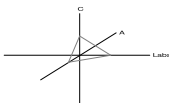

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----------	-------------	------------	--	-------------------------------	--	--------------------------------------	-------------------------------

T8.1A		T8.1A- 1	Silver Wrap	N	None Detected	40% ce	60% qu, ma, ot
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		T8.1A- 2	Tan Fibrous Insulation	Y	None Detected	100% fg	
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T8.1B		T8.1B- 1	Silver Wrap	N	None Detected	40% ce	60% qu, ma, ot
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		T8.1B- 2	Tan Fibrous Insulation	Y	None Detected	100% fg	
--	--	-------------	------------------------	---	---------------	---------	--

T8.1C		T8.1C- 1	Silver Wrap	N	None Detected	40% ce	60% qu, ma, ot
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		T8.1C- 2	Tan Fibrous Insulation	Y	None Detected	100% fg	
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T8.2A		T8.2A- 1	Silver Wrap	Y	None Detected		100% qu, ma, ot
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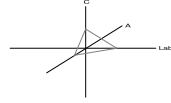
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Alicia Stretz

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Fax # 406-727-2872

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			T8.2A- 2 Pink Fibrous Insulation	Y	None Detected	100% fg	
T8.2B			T8.2B- 1 Silver Wrap	Y	None Detected		100% qu, ma, ot
			T8.2B- 2 Pink Fibrous Insulation	Y	None Detected	100% fg	
T8.2C			T8.2C- 1 Silver Wrap	Y	None Detected		100% qu, ma, ot
			T8.2C- 2 Pink Fibrous Insulation	Y	None Detected	100% fg	
T8.3A			T8.3A- 1 Silver Wrap	Y	None Detected		100% qu, ma, ot
			T8.3A- 2 Brown Fibrous Insulation	Y	None Detected	100% fg	

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
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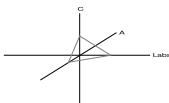
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----------	-------------	------------	--	-------------------------------	--	--------------------------------------	-------------------------------

T8.3B		T8.3B- 1	Silver Wrap	Y	None Detected		100% qu, ma, ot
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		T8.3B- 2	Brown Fibrous Insulation	Y	None Detected	100% fg	
--	--	-------------	--------------------------	---	---------------	---------	--

T8.3C		T8.3C- 1	Silver Wrap	Y	None Detected		100% qu, ma, ot
-------	--	-------------	-------------	---	---------------	--	-----------------

		T8.3C- 2	Brown Fibrous Insulation	Y	None Detected	100% fg	
--	--	-------------	--------------------------	---	---------------	---------	--

T8.4A		T8.4A- 1	Black Wrap	Y	None Detected		100% qu, ma
-------	--	-------------	------------	---	---------------	--	-------------

		T8.4A- 2	White Fibrous Insulation	Y	None Detected	100% fg	
--	--	-------------	--------------------------	---	---------------	---------	--

T8.4B		T8.4B- 1	Black Wrap	Y	None Detected		100% qu, ma
-------	--	-------------	------------	---	---------------	--	-------------

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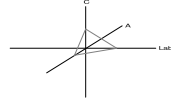
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		T8.4B- 2	White Fibrous Insulation	Y	None Detected	100% fg	
T8.4C		T8.4C- 1	Black Wrap	Y	None Detected		100% qu, ma
		T8.4C- 2	White Fibrous Insulation	Y	None Detected	100% fg	
T8.5A		T8.5A- 1	Silver Wrap	Y	None Detected		100% qu, ma, ot
		T8.5A- 2	Brown Fibrous Insulation	Y	None Detected	100% fg	
T8.5B		T8.5B- 1	Silver Wrap	Y	None Detected		100% qu, ma, ot
		T8.5B- 2	Brown Fibrous Insulation	Y	None Detected	100% fg	

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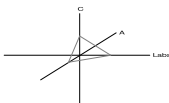

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T8.5C		T8.5C- 1	Silver Wrap	Y	None Detected		100% qu, ma, ot
		T8.5C- 2	Brown Fibrous Insulation	Y	None Detected	100% fg	
T9.3A		T9.3A- 1	Silver Wrap	Y	None Detected	40% ce	60% qu, ma, ot
T9.3B		T9.3B- 1	Silver Wrap	Y	None Detected	40% ce	60% qu, ma, ot
T9.3C		T9.3C- 1	Silver Wrap	Y	None Detected	40% ce	60% qu, ma, ot
T11.1		T11.1- 1	Black Wrap	Y	None Detected	40% sy	60% qu, ma
T14.1A		T14.1 A-1	White Sealant	Y	None Detected	3% wo	97% qu, ma

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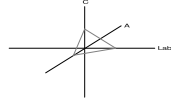
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CA Labs**Dedicated to
Quality****CA Labs, L.L.C.**12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634**NVLAP #200772-0**
TDSHS #300370
CDPHE #AL-18111
LELAP #03069**Polarized Light Asbestiform Materials Characterization****Customer Info:** Attn: Corey League
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Asbestos Inspection**CA Labs Project #:**
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----------	-------------	------------	---	-------------------------------	--	--------------------------------------	-------------------------------

T14.1B		T14.1 B-1	White Sealant	Y	None Detected	3% wo	97% qu, ma
T14.1C		T14.1 C-1	White Sealant	Y	None Detected	3% wo	97% qu, ma

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CHAIN-OF-CUSTODY RECORD

CBR25107801

MSU Miller Dining Hall Asbestos Inspection

Project or Site Name

25-157-070

TD&H Project Number

Corey League and Ashley Warner

Sampler Name (Printed)

Corey League

Project Manager, Report to



1800 River Drive North
Great Falls, MT 59401
Ph: 406-761-3010
Fax: 406-727-2872

CA Laboratories, LLC
Laboratory

Attn:
12232 Industriplex Blvd, Suite 32
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email: CoreyLeague@tdhengengineering.com
PeterKieberg@tdhengengineering.com
ashley.warner@tdhengengineering.com

Phone: 225-751-5632 Fax:

Date Collected	Sample No.	Sample Location Description	Sample Matrix	Analyses Required				Turn Around	Notes	Lab No.
				PLM						
10/8/2025	C3.1A	Room 141N	2' x 2' Dot and Fissure Lay-In ceiling Panel	X				48 Hour		
10/8/2025	C3.1B	Room 140	2' x 2' Dot and Fissure Lay-In ceiling Panel	X				48 Hour		
10/8/2025	C3.1E	Room 129	2' x 2' Dot and Fissure Lay-In ceiling Panel	X				48 Hour		
10/8/2025	C3.2A	Room 132	2' x 2' Dot Lay-In ceiling Panel	X				48 Hour		
10/8/2025	C3.2B	Room 132	2' x 2' Dot Lay-In ceiling Panel	X				48 Hour		
10/8/2025	C3.2C	Room 132	2' x 2' Dot Lay-In ceiling Panel	X				48 Hour		
10/8/2025	D1.1A + D2.1A	Room 104ME	Drywall + Joint Compound	X				48 Hour		
10/8/2025	D1.1B + D2.1B	Room 41	Drywall + Joint Compound	X				48 Hour		
10/8/2025	D1.1C + D2.1C	Room 141M	Drywall + Joint Compound	X				48 Hour		
10/8/2025	D1.2A + D2.2A	Penthouse	Drywall + Joint Compound	X				48 Hour		
10/8/2025	D1.2B + D2.2B	Penthouse	Drywall + Joint Compound	X				48 Hour		
10/8/2025	D1.2C + D2.2C	Penthouse	Drywall + Joint Compound	X				48 Hour		
10/8/2025	G1.1A	Room 41	Concrete Ceiling	X				48 Hour		
10/8/2025	G1.1B	Room 41	Concrete Ceiling	X				48 Hour		
10/8/2025	G1.1C	Room 41	Concrete Ceiling	X				48 Hour		
10/8/2025	G1.2A	Room 41	Concrete Floor + Glaze	X				48 Hour		
10/8/2025	G1.2B	Room 41	Concrete Floor + Glaze	X				48 Hour		
10/8/2025	G1.2C	Room 41	Concrete Floor + Glaze	X				48 Hour		

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CHAIN-OF-CUSTODY RECORD

10/8/2025	G1.3A	Penthouse	Concrete Floor	X					48 Hour		
10/8/2025	G1.3B	Penthouse	Concrete Floor	X					48 Hour		
10/8/2025	G1.3C	Penthouse	Concrete Floor	X					48 Hour		
10/8/2025	G2.1A	Penthouse	CMU + Mortar Walls	X					48 Hour		
10/8/2025	G2.1B	Penthouse	CMU + Mortar Walls	X					48 Hour		
10/8/2025	G2.1C	Penthouse	CMU + Mortar Walls	X					48 Hour		
10/8/2025	N2.1	Room 41	Blue Plumbers Tape	X					48 Hour		
10/8/2025	N2.2A	Room 138	Gray Duct Caulking	X					48 Hour		
10/8/2025	N2.2B	Room 202	Gray Duct Caulking	X					48 Hour		
10/8/2025	N2.2C	Penthouse	Gray Duct Caulking	X					48 Hour		
10/8/2025	N2.3A	Room 141N	Self-Adhesive White Foam Strip Around Fancoil Unit	X					48 Hour		
10/8/2025	N2.3B	Room 140	Self-Adhesive White Foam Strip Around Fancoil Unit	X					48 Hour		
10/8/2025	N2.3C	Room 129	Self-Adhesive White Foam Strip Around Fancoil Unit	X					48 Hour		
10/8/2025	N2.4A	Penthouse	Clear RTV	X					48 Hour		
10/8/2025	N2.4B	Penthouse	Clear RTV	X					48 Hour		
10/8/2025	N2.4C	Penthouse	Clear RTV	X					48 Hour		
10/8/2025	S1.1A	Room 141N	Orange Peel Texture on Drywall	X					48 Hour		
10/8/2025	S1.1B	Room 140	Orange Peel Texture on Drywall	X					48 Hour		
10/8/2025	S1.1C	Room 140	Orange Peel Texture on Drywall	X					48 Hour		
10/8/2025	S1.1D	Room 129	Orange Peel Texture on Drywall	X					48 Hour		
10/8/2025	S1.1E	Room 138	Orange Peel Texture on Drywall	X					48 Hour		
10/8/2025	S1.1F	Room 202	Orange Peel Texture on Drywall	X					48 Hour		
10/8/2025	S1.1G	Room 203	Orange Peel Texture on Drywall	X					48 Hour		
10/8/2025	T1.1A	Room 104ME	Black Foam Pipe Insulation	X					48 Hour		
10/8/2025	T9.1A	Room 41	Black Insulation Tape	X					48 Hour		
10/8/2025	T1.1B + T9.1B	Room 41	Black Foam Pipe Insulation + Black Insulation Tape	X					48 Hour		
10/8/2025	T1.1C + T9.1C	Room 129	Black Foam Pipe Insulation + Black Insulation Tape	X					48 Hour		
10/8/2025	T1.2A	Room 41	4" Condensed Water Supply ASJ	X					48 Hour		
10/8/2025	T1.2B	Room 41	4" Condensed Water Supply ASJ	X					48 Hour		

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CHAIN-OF-CUSTODY RECORD

10/8/2025	T1.2C	Room 41	4" Condensed Water Supply ASJ	X					48 Hour		
10/8/2025	T1.3A + T9.2A	Room 41	White Foam ASJ + White Insulation Tape	X					48 Hour		
10/8/2025	T1.3B + T9.3B	Room 41	White Foam ASJ + White Insulation Tape	X					48 Hour		
10/8/2025	T1.3C + T9.3C	Room 41	White Foam ASJ + White Insulation Tape	X					48 Hour		
10/8/2025	T1.4A	Room 41	6" Condensed Water Supply ASJ	X					48 Hour		
10/8/2025	T1.4B	Room 41	6" Condensed Water Supply ASJ	X					48 Hour		
10/8/2025	T1.4C	Room 41	6" Condensed Water Supply ASJ	X					48 Hour		
10/8/2025	T1.5A	Room 41	ASJ Coupler	X					48 Hour		
10/8/2025	T1.5B	Room 41	ASJ Coupler	X					48 Hour		
10/8/2025	T1.5C	Room 41	ASJ Coupler	X					48 Hour		
10/8/2025	T1.6A	Room 141N	Silver Foam Insulation	X					48 Hour		
10/8/2025	T1.6B	Room 140	Silver Foam Insulation	X					48 Hour		
10/8/2025	T1.6C	Room 129	Silver Foam Insulation	X					48 Hour		
10/8/2025	T1.7A	Room 141N	Gray Fan Coil Unit Foam Insulation	X					48 Hour		
10/8/2025	T1.7B	Room 140	Gray Fan Coil Unit Foam Insulation	X					48 Hour		
10/8/2025	T1.7C	Room 129	Gray Fan Coil Unit Foam Insulation	X					48 Hour		
10/8/2025	T1.8A	Room 141N	White Foam with White Paper	X					48 Hour		
10/8/2025	T1.8B	Room 140	White Foam with White Paper	X					48 Hour		
10/8/2025	T1.8C	Room 129	White Foam with White Paper	X					48 Hour		
10/8/2025	T2.1A	Room 41	6" PVC Pipe Jacket	X					48 Hour		
10/8/2025	T2.1B	Room 41	6" PVC Pipe Jacket	X					48 Hour		
10/8/2025	T2.1C	Room 41	6" PVC Pipe Jacket	X					48 Hour		
10/8/2025	T2.2A	Room 41	4" PVC Pipe Jacket with White Insulation	X					48 Hour		
10/8/2025	T2.2B	Room 41	4" PVC Pipe Jacket with White Insulation	X					48 Hour		
10/8/2025	T2.2C	Room 41	4" PVC Pipe Jacket with White Insulation	X					48 Hour		
10/8/2025	T8.1A	Room 141N	16" Brown Duct Wrap Insulation with Silver Foil	X					48 Hour		
10/8/2025	T8.1B	Room 129	16" Brown Duct Wrap Insulation with Silver Foil	X					48 Hour		
10/8/2025	T8.1C	Room 136	16" Brown Duct Wrap Insulation with Silver Foil	X					48 Hour		

Madeleine Davis 10/10/2025 10:38

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CHAIN-OF-CUSTODY RECORD

10/8/2025	T8.2A	Room 141N	6" Pink Duct Wrap Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.2B	Room 129	6" Pink Duct Wrap Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.2C	Room 138	6" Pink Duct Wrap Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.3A	Room 138	6" Brown Flexduct Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.3B	Room 136	6" Brown Flexduct Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.3C	Room 136	6" Brown Flexduct Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.4A	Room 202	6" Flexduct Insulation with Black Plastic Wrap	X				48 Hour		
10/8/2025	T8.4B	Room 202	6" Flexduct Insulation with Black Plastic Wrap	X				48 Hour		
10/8/2025	T8.4C	Room 203	6" Flexduct Insulation with Black Plastic Wrap	X				48 Hour		
10/8/2025	T8.5A	Penthouse	Brown Duct Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.5B	Penthouse	Brown Duct Insulation with Silver Foil	X				48 Hour		
10/8/2025	T8.5C	Penthouse	Brown Duct Insulation with Silver Foil	X				48 Hour		
10/8/2025	T9.3A	Penthouse	Silver Duct Tape	X				48 Hour		
10/8/2025	T9.3B	Penthouse	Silver Duct Tape	X				48 Hour		
10/8/2025	T9.3C	Penthouse	Silver Duct Tape	X				48 Hour		
10/8/2025	T11.1	Penthouse	Black Vibration Damper	X				48 Hour		
10/8/2025	T14.1A	Room 41	Insulation End Cap	X				48 Hour		
10/8/2025	T14.1B	Room 41	Insulation End Cap	X				48 Hour		
10/8/2025	T14.1C	Room 41	Insulation End Cap	X				48 Hour		

Samples Relinquished:

Signature: *Walter Warner* Date / Time: *10/9/2025 09:10am*

Samples Received:

Signature / Date / Time

Samples Relinquished:

Signature / Date / Time

Samples Received:

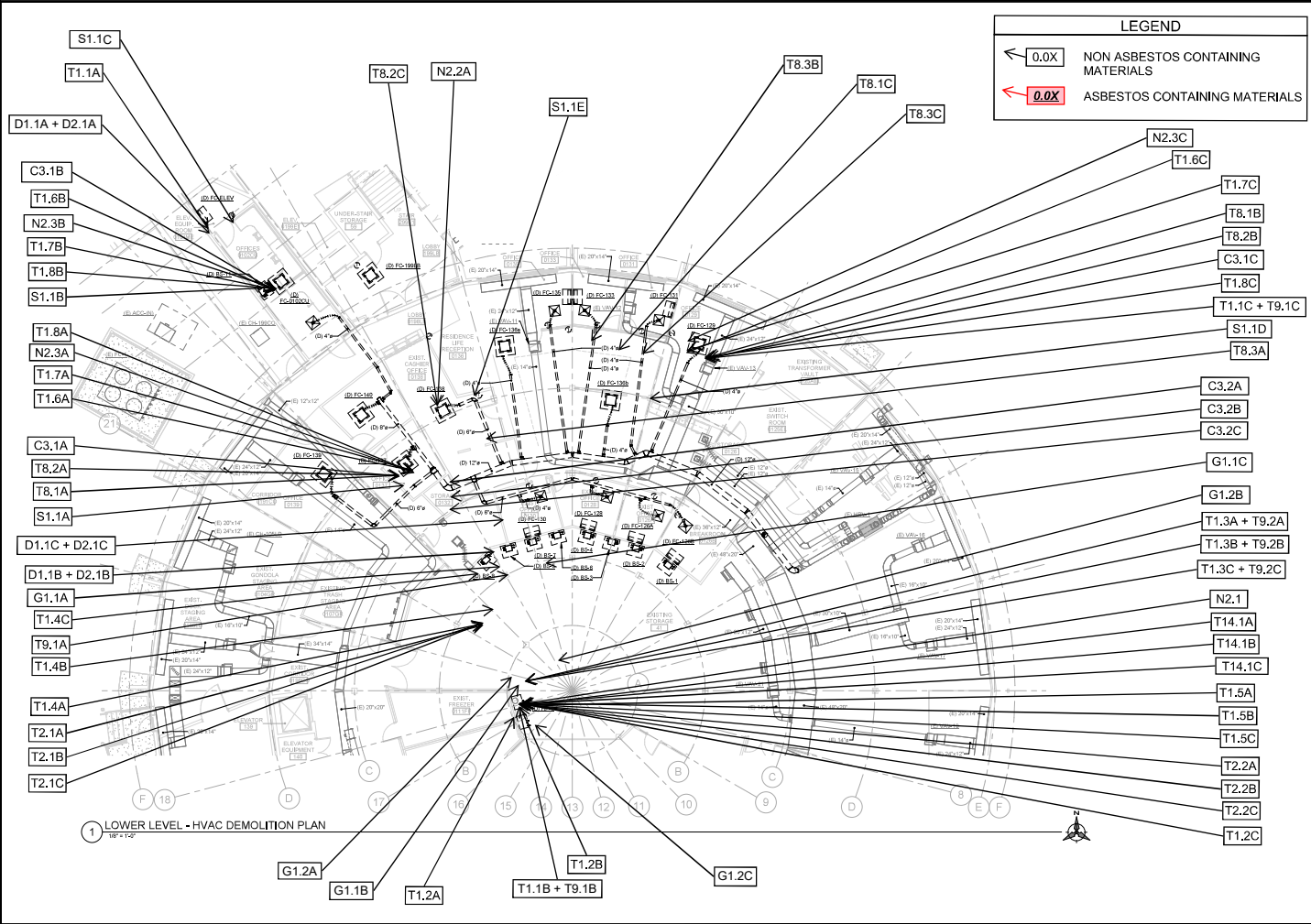
Signature / Date / Time

Walter Warner 10/10/2025 10:30

APPENDIX D

ASBESTOS SAMPLE LOCATIONS

Drawing2.dwg, 10/3/2018 11:12:26 AM, KBP



NOT FOR CONSTRUCTION

REV

DATE

REVISION

TD&H
Engineering

DESIGNED BY: DATE: 10/13/2025
QUALITY CHECK: DATE: 10/13/2025
JOB NO. 15-157-070
FILED

MSU MILLER DINING HALL ASBESTOS SAMPLE LOCATIONS

BOZEMAN, MONTANA

DRAWING2.DWG
SHEET FIGURE 1

1 MAIN LEVEL - HVAC DEMOLITION PLAN
1/8" = 1'-0"

2 MECHANICAL PENTHOUSE - HVAC FLOOR PLAN
1/8" = 1'-0"