

**PART VI**  
**CONTRACT AGREEMENT**  
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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 27 day of March, 2023 by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Lagco Inc**, doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of four hundred twenty-six thousand four hundred Dollars and No Cents (\$426,400.00) quoted in the proposal by the CONTRACTOR, dated March 22, 2023, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by KFI Engineers for the PSOC Server Room Cooling Replacement project.

**2. TIME OF COMPLETION**

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as substantial completion in three hundred eighty-five (385) calendar days and final completion in fourteen (14) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

**3. ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

**4. THE CONTRACT SUM**

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

**5. PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

**6. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**7. THE CONTRACT DOCUMENTS**

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

**8. EXTRA WORK**

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

**9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

**SPECIFICATIONS**

**SECTION  
NO.**

**TITLE**

---

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky

(Owner)

ATTEST:

*Deputy*  
Maryzie Jack  
Clerk of the Urban County Council

BY: Linda Gorton  
MAYOR

Michelle Helm  
(Witness)

Mayor  
(Title)

(Seal)

L Agco Inc.  
(Contractor)

J. D. Moore  
(Secretary)\*

BY: Randy Moore

Ann Beasley  
(Witness)

Pres. dent  
(Title)

P.O. Box 12510, Lex, Ky 40583  
(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

 **AIA** Document A312™ – 2010

**Performance Bond**

4531203

**CONTRACTOR:**  
*(Name, legal status and address)*

Lagco, Inc.  
P.O. Box 12510  
Lexington, KY 40583

**SURETY:**  
*(Name, legal status and principal place of business)*

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**  
*(Name, legal status and address)*

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**CONSTRUCTION CONTRACT**

**Date:**

**Amount:** Four Hundred Twenty-Six Thousand Four Hundred and 00/100

( \$ 426,400.00 )

**Description:**  
*(Name and location)* PSOC Server Room Cooling Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

**Date:**

*(Not earlier than Construction Contract Date)*

**Amount:** Four Hundred Twenty-Six Thousand Four Hundred and 00/100

( \$ 426,400.00 )

**Modifications to this Bond:**  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

**Company:** *(Corporate Seal)*  
Lagco, Inc.

**Signature:**   
**Name:** J.P. Greene  
**and Title:** President  
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

**Company:** *(Corporate Seal)*  
Great American Insurance Company

**Signature:**   
**Name:** Amy Smith  
**and Title:** Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Smith Manus  
2307 River Road, Suite 200  
Louisville, KY 40206  
(800) 235-9347

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
KFI Engineers

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

 **AIA** Document A312™ – 2010

**Payment Bond**

4531203

**CONTRACTOR:**  
*(Name, legal status and address)*

Lagco, Inc.  
P.O. Box 12510  
Lexington, KY 40583

**SURETY:**  
*(Name, legal status and principal place of business)*

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**  
*(Name, legal status and address)*

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**CONSTRUCTION CONTRACT**  
**Date:**

**Amount:** Four Hundred Twenty-Six Thousand Four Hundred and 00/100

(\$ 426,400.00 )

**Description:**  
*(Name and location)* PSOC Server Room Cooling Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

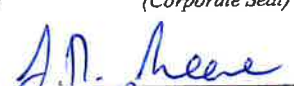
**Date:**  
*(Not earlier than Construction Contract Date)*

**Amount:** Four Hundred Twenty-Six Thousand Four Hundred and 00/100

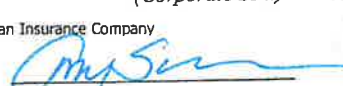
(\$ 426,400.00 )

**Modifications to this Bond:**  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
**Company:** *(Corporate Seal)*  
Lagco, Inc.

**Signature:**   
**Name:** J.P. Greene  
**and Title:** President  
*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**  
**Company:** *(Corporate Seal)*  
Great American Insurance Company

**Signature:**   
**Name:** Amy Smith  
**and Title:** Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Smith Manus  
2307 River Road, Suite 200  
Louisville, KY 40206  
(800) 235-9347

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*  
KFI Engineers

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than TWELVE

No. 0 21769

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DEBORAH NEICHTER	SUSAN RITTER	ALL OF ALL
JILL KEMP	THERESA PICKERRELL	LOUISVILLE, KENTUCKY \$100,000,000
BARBARA DUNCAN	AMY SMITH	
MARK A. GUIDRY	LEIGH MCCARTHY	
SANDRA L. FUSINETTI	JENNIFER EDWARDS	
LYNNETTE LONG	JACOB MOTTO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of SEPTEMBER, 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of SEPTEMBER, 2022

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of 3/24/23



*Stephen C. Beraha*

Assistant Secretary

 **AIA** Document A312™ – 2010

**Performance Bond**

4531203

**CONTRACTOR:**  
(Name, legal status and address)

Lagco, Inc.  
P.O. Box 12510  
Lexington, KY 40583

**SURETY:**  
(Name, legal status and principal place of business)

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**  
(Name, legal status and address)

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

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**CONSTRUCTION CONTRACT**

Date:

Amount: Four Hundred Twenty-Six Thousand Four Hundred and 00/100

( \$ 426,400.00 )

Description:  
(Name and location) PSOC Server Room Cooling Replacement

**BOND**

Date: 3/24/23  
(Not earlier than Construction Contract Date)

Amount: Four Hundred Twenty-Six Thousand Four Hundred and 00/100

( \$ 426,400.00 )

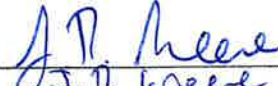
Modifications to this Bond:  None  See Section 16


**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)  
Lagco, Inc.

**SURETY**

Company: (Corporate Seal)  
Great American Insurance Company

Signature:   
Name: J.P. Meere  
and Title: President

Signature:   
Name: Amy Smith  
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

**AGENT or BROKER:**

Smith Manus  
2307 River Road, Suite 200  
Louisville, KY 40206  
(800) 235-9347

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)  
KFI Engineers

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



# AIA Document A312™ – 2010

## Payment Bond

4531203

**CONTRACTOR:**  
(Name, legal status and address)

Lagco, Inc.  
P.O. Box 12510  
Lexington, KY 40583

**SURETY:**  
(Name, legal status and principal place of business)

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**  
(Name, legal status and address)

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

### CONSTRUCTION CONTRACT

Date:

**Amount:** Four Hundred Twenty-Six Thousand Four Hundred and 00/100

(\$ 426,400.00 )

**Description:**  
(Name and location) PSOC Server Room Cooling Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date: 3/24/23  
(Not earlier than Construction Contract Date)

**Amount:** Four Hundred Twenty-Six Thousand Four Hundred and 00/100

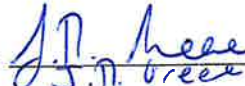
(\$ 426,400.00 )

**Modifications to this Bond:**  None  See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Lagco, Inc.

Signature:   
Name: J.P. Greese  
and Title: President  
(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)

Great American Insurance Company

Signature:   
Name: Amy Smith  
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Smith Manus  
2307 River Road, Suite 200  
Louisville, KY 40206  
(800) 235-9347

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

KFI Engineers

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWELVE

No. 0 21769

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DEBORAH NEICHTER	SUSAN RITTER	ALL OF ALL
JILL KEMP	THERESA PICKERRELL	LOUISVILLE, KENTUCKY
BARBARA DUNCAN	AMY SMITH	
MARK A. GUIDRY	LEIGH MCCARTHY	
SANDRA L. FUSINETTI	JENNIFER EDWARDS	
LYNNETTE LONG	JACOB MOTTO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of SEPTEMBER 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of SEPTEMBER

2022, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of 3/24/23



*Stephen C. Beraha*

Assistant Secretary







**ELECTRICAL ABBREVIATIONS**

AF	ABOVE FINISHED FLOOR
C	CONDUIT
ERL	EXISTING TO BE RELOCATED
FA	FIRE ALARM
JB	JUNCTION BOX
W	WIRE
F	FLUSH
CRK	CIRCUIT
LIG	LIGHTING
AC	AMPERE INTERRUPTING CAPACITY
LN	UNLESS OTHERWISE NOTED
WP	WEATHER PROOF
FACP	FIRE ALARM CONTROL PANEL

**EQUIPMENT, CONDUITS, ETC.**

	CONDUIT BELOW FLOOR
	CONDUIT ABOVE FLOOR
	ENTRANCE POINT OF CONDUIT THROUGH FLOOR
	WIREWAY OR CABLE TRAY
	PANELBOARD OR TERMINAL CABINET (REFER TO PLAN AND RISER FOR SIZE)
	JUNCTION BOX
	ENCLOSED CIRCUIT BREAKER
	DISCONNECT SWITCH
	FUSED DISCONNECT
	COMBINATION MAGNETIC STARTER AND FUSED SWITCH
	MOTOR
	WIRE / CONDUIT
	BOTTOM OF DEVICE (IN INCHES AFF)
	SEE NOTE 1 THIS SHEET
	GROUND

**FIRE ALARM**

	FIRE ALARM BREAK-GLASS STATION (BOTTOM AFF)
	FIRE ALARM STROBE FLASHING LIGHT (8" TO BOTTOM, WALL MNT)
	FIRE ALARM FLASHING LIGHT (8" TO BOTTOM, WALL MOUNTED)
	FIRE ALARM SPEAKER (8" TO BOTTOM, WALL MOUNTED)
	FIRE ALARM SPEAKER FLASHING LIGHT (CEILING MOUNTED)
	FIRE ALARM SPEAKER (CEILING MOUNTED)
	FIRE ALARM STROBE FLASHING LIGHT (CEILING MOUNTED)
	RESPONSIBLE FIRE DETECTOR (CEILING MOUNTED)
	RESPONSIBLE FIRE DETECTOR (CEILING MOUNTED)
	DUCT TYPE SMOKE DETECTOR
	AUTOMATIC HEAT DETECTOR
	FIRE ALARM CONTROL PANEL
	FIRE ALARM ANNUNCIATOR PANEL
	ELECTROMAGNETIC DOOR HOLDER
	ELECTROMAGNETIC DOOR CLOSER
	TAMPER SWITCH
	FLOW SWITCH
	REMOTE TEST ACTIVATOR

**LIGHTING & LIGHTING DEVICES**

	LIGHTING FIXTURES (REFER TO PLAN FOR TYPES AND SCHEDULES)
	EMERGENCY LIGHTING FIXTURES (REFER TO PLAN FOR TYPES AND SCHEDULES)
	WALL MOUNTED LIGHTING FIXTURES (REFER TO PLAN FOR TYPES AND SCHEDULES)
	EMERGENCY WALL MOUNTED LIGHTING FIXTURES (REFER TO PLAN FOR TYPES AND SCHEDULES)
	TRACK LIGHTING
	EMERGENCY TRACK LIGHTING
	WALL MOUNTED WARNING LIGHT
	EXIT LIGHT
	EXIT LIGHT WITH DIRECTION
	EXIT LIGHT (WALL MOUNTED)
	COMBINATION EMERGENCY BATTERY PACK AND EXIT SIGN
	EMERGENCY BATTERY PACK
	LIGHTING CONTROL RELAY
	EMERGENCY TRANSFER RELAY
	OCCUPANCY / VACANCY SENSOR
	WALL MOUNTED OCCUPANCY / VACANCY SENSOR
	PHOTO SENSOR
	LIGHTING CONTROL PANEL
	LF# - LIGHT FIXTURE TYPE TAG (REFER TO PLAN FOR SCHEDULES)
	CIRCUIT NUMBER
	DESIGNATION (IF APPLICABLE)
	FIXTURE (IF APPLICABLE)
	N.L. (IF APPLICABLE)

**ELECTRICAL GENERAL NOTES**

- PROVIDE SUPPORTS FOR ALL VERTICAL CONDUIT RUNS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
- ELECTRICAL CONTRACTOR SHALL INSTALL ALL ELECTRICAL EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
- PROVIDE A COPY OF ALL COMPLETED PANEL SCHEDULES IN THE O & M MANUAL.
- COORDINATE EXACT LOCATION OF ALL LIGHT FIXTURES WITH NEW HVAC DUCTWORK.
- FLEXIBLE CONDUIT SHALL BE USED FOR FIXTURE WIRING TO LIGHT FIXTURES. FLEXIBLE CONDUITS TO LIGHT FIXTURES SHALL NOT EXCEED 9'-0" AND SHALL BE A MINIMUM SIZE OF 1/2".
- ALL CONDUIT SHALL BE HORIZONTAL TO PANELBOARDS AS INDICATED ON THE DRAWINGS. COMBINING OF CIRCUITS IN HOMERUNS WILL NOT BE ACCEPTABLE. ANY DEVIATIONS IN SUCH WORK SHALL NOT BE APPROVED EXCEPT AS REQUIRED TO MEET THE NATIONAL ELECTRICAL CODE OR BY PERMISSION OF THE ENGINEER.
- ALL CONDUIT SHALL BE CONCEALED IN EXISTING AND NEW WALLS AND CEILING EXCEPT MECHANICAL ROOMS. REFER TO SPECIFICATIONS.
- ELECTRICAL CONTRACTOR SHALL LOCATE ALL ELECTRICAL EQUIPMENT AS REQUIRED TO INSURE MINIMUM CLEARANCES ARE PROVIDED IN ACCORDANCE WITH THE N.E.C.
- ALL SCHEMATICS ARE FOR BID PURPOSES ONLY. SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH WIRING DIAGRAMS OBTAINED FROM THE MANUFACTURER.
- THE CONTRACTOR SHALL PROVIDE EQUIPMENT GROUNDING CONDUCTORS IN ALL FEEDERS TO GROUND BUS IN PANELBOARDS AND IN ALL CIRCUITS TO EQUIPMENT AND RECEPTACLES. SEE SPECIFICATIONS.
- LOCATE ALL NEW METAL CONDUIT AND ALL NEW EXPOSED WIRING.
- NO SPINNING SHALL BE PERMITTED IN ANY OF THE ABOVE PROCESSES. ALL SYSTEMS SHALL BE INSTALLED AND COMPLETED IN ACCORDANCE WITH WIRING DIAGRAMS OBTAINED FROM MANUFACTURER. DEVICE QUANTITY AND LOCATION SHALL PROVIDE COVERAGE IN ALL AREAS PER NFPA 72. PROVIDE DEVICES AS REQUIRED WHETHER SHOWN ON THE DRAWINGS OR NOT.
- NO MORE THAN AN EQUIVALENT OF 270 DEGREES OF BEND, INCLUDING OFFSETS, IS ALLOWED IN A CONDUIT RUN BETWEEN JUNCTION BOXES OR PULL BOXES.

**ELECTRICAL GENERAL NOTES**

- ALL ITEMS SHOWN AS DESIRED TO BE DEMOLISHED, INCLUDING ALL CONDUIT, WIRE, JUNCTION BOXES, ETC. REMOVE AND DISPOSE OF THEM IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE. EXISTING CONDUIT IN BLOCK WALLS TO REMAIN AND CARPET CONDUIT ABOVE CEILING SHALL BE REMOVED COMPLETE BACK TO PANEL.
- BEFORE START OF WORK, THE CONTRACTOR SHALL CHECK ALL EXISTING DEVICES, LIGHT FIXTURES AND EQUIPMENT THAT IS NOTED OR REQUIRED TO BE RELOCATED TO VERIFY THAT THE LOCATION AND HEIGHT OF THE EXISTING DEVICES AND EQUIPMENT IS CORRECT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING OPERATIONAL ITEMS AT HIS EXPENSE.
- IN EXISTING AREAS WHERE NEW WORK IS SHOWN, REMOVE ALL EXISTING EXPOSED CONDUITS, WIREMOLD, SURFACE AND FLUSH OUTLET BOXES, WIRING DEVICES, FIXTURES, PANELS, ETC., NOT REQUIRED FOR NEW ARRANGEMENT.
- INSTALL ALL NEW WORK AS INDICATED. FLUSH OUTLET BOXES MAY BE REUSED IF AT PROPER HEIGHT, LOCATION AND IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE. ALL OTHER MATERIALS REMOVED SHALL BE REMOVED FROM THE JOB SITE OR TURNED OVER TO THE OWNER.
- MAINTAIN AND RESTORE, IF INTERRUPTED BY REMOVALS OR IN PATH OF NEW CONSTRUCTION, ALL CIRCUITS, CONDUITS AND FEEDERS PASSING THROUGH AND SERVING UNDISTURBED AREAS (SHOWN OR NOT SHOWN).
- WHERE ANY EXISTING OUTLET (ELECTRIC, COMMUNICATION, ETC.) IS NOTED OR REQUIRED TO BE REMOVED, THE CONTRACTOR UNDER THIS DIVISION SHALL CONNECT CONDUIT TO ALL CIRCUITS DOWNSTREAM FROM REMOVED OUTLET. ALL CIRCUITS SHALL REMAIN OPERATIONAL.
- IN GENERAL, REMOVE EXISTING WORK INDICATED. THE DRAWINGS SHOW EXISTING WORK TO THE EXTENT POSSIBLE. HOWEVER, ALL EXISTING WORK MAY NOT BE SHOWN ON THE DRAWINGS. REMOVE OR RELOCATE EXISTING MECHANICAL AND ELECTRICAL WORK THAT IS NOT SHOWN AS TO REMAIN IN SERVICE THAT INTERFERES WITH NEW WORK. ELEVATION IS NOT SHOWN ON THE DRAWINGS. TURN OVER TO OWNER REMOVED EXISTING EQUIPMENT AS INDICATED AND REMOVE OTHER REMOVED EXISTING WORK FROM PROJECT SITE.
- IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO REPAIR ANY HOLES LEFT IN THE EXISTING BUILDING FLOORS, WALLS, OR CEILING DUE TO THE DEMOLITION OF THE EXISTING ELECTRICAL SYSTEM.
- ELECTRICAL CONTRACTOR SHALL REMOVE ALL ELECTRICAL CONNECTIONS TO EQUIPMENT TO BE REMOVED. EXISTING ELECTRICAL CONNECTIONS TO REMAIN SHALL BE IDENTIFIED AND MARKED WITH RED PAINT. ALL ELECTRICAL CONNECTIONS TO BE REMOVED SHALL BE DEMOLISHED AFTER CONDUCTORS ARE REMOVED. CONDUITS EXPOSED BY CONSTRUCTION SHALL BE REMOVED.
- ALL ITEMS SHOWN AS MAINTAIN/REPAIR ARE EXISTING AND ARE TO REMAIN.
- WHERE ANY EXISTING ELECTRICAL CONNECTIONS AND DEVICES NOT SPECIFICALLY INDICATED TO REMAIN AND NOT REQUIRED TO BE DEMOLISHED, THE CONTRACTOR SHALL SURVEY THE SITE TO DETERMINE THE TOTAL SCOPE OF THE WORK.
- IN RELOCATED AREAS OF EXISTING BUILDING, EXISTING CONDUIT IS SHOWN AS OBTAINED FROM ORIGINAL BUILDING DRAWINGS FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY EXACT ROUTING AND LOCATION FOR RECONNECTING CIRCUITS AS SHOWN OR REQUIRED TO WORK WITH NEW SYSTEM.

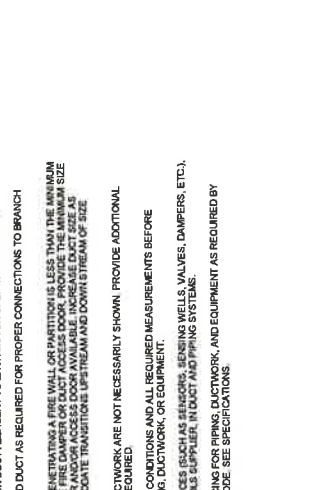
**IMAGE GENERAL NOTES:**

- DUCTWORK AND PIPING IN ROOMS WITH SUSPENDED CEILING SHALL BE ABOVE CEILING EXCEPT IN EQUIPMENT ROOMS.
- INSTALL AIR VENTS AT HIGH POINTS IN PIPING AND DRAINS IN LOW POINTS.
- LOCATIONS OF PIPING, DUCT, AND EQUIPMENT ARE APPROXIMATE AND SUBJECT TO MINOR ADJUSTMENTS IN THE FIELD. DO NOT SCALE THE DRAWINGS.
- ALL OFFSETS IN DUCTS AND PIPING ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL OFFSETS WHERE NECESSARY.
- ALL INCREASES AND REDUCERS IN PIPING SYSTEMS ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL INCREASES AND REDUCERS WHERE REQUIRED.
- COORDINATE WITH PLUMBING, SHEET METAL, FIRE PROTECTION, AND ELECTRICAL CONTRACTORS TO AVOID INTERFERENCE WITH PIPING, DUCT, AND CONDUIT.
- INSTALL ALL PIPING, DUCTWORK, AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- SEAL AIRTIGHT AROUND ALL DUCT AND PIPING PENETRATIONS THROUGH WALLS AND FLOORS.
- SEAL ALL DUCTWORK WITH DUCT SEALANT AROUND DUCT CEMENT IN ACCORDANCE WITH SPECIFICATIONS SECTION "METAL DUCTWORK".
- DIMENSIONS FOR DUCTS ARE INSIDE DIMENSIONS.
- SEE ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF GRILLES AND DIFFUSERS IN CEILING.
- DO NOT RUN ANY PIPING OR DUCTWORK OVER ANY ELECTRICAL OR ELEVATOR EQUIPMENT.
- INSTALL ACCESS DOOR IN DUCT ADJACENT TO EACH MOTOR OPERATED DAMPER DUCT.
- SEAL FITTINGS IN ROUND DUCT AS REQUIRED FOR PROPER CONNECTIONS TO BRANCH DUCTS.
- WHERE SIZE OF DUCT PENETRATING A FIRE WALL OR PARTITION IS LESS THAN THE MINIMUM SIZE OF FACTORY MADE FIRE DAMPER OR DUCT ACCESS DOOR, PROVIDE THE MINIMUM SIZE FACTORY MADE FIRE DAMPER OR DUCT ACCESS DOOR. INCREASE EXISTING SIZE AS NECESSARY TO ACCOMMODATE THROUGH PENETRATIONS AND DOWN STREAM OF FIRE INCREASE.
- ALL TRANSITIONS IN DUCTWORK ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL TRANSITIONS WHERE REQUIRED.
- FIELD VERIFY EXISTING CONDITIONS AND ALL REQUIRED MEASUREMENTS BEFORE FABRICATING ANY PIPING, DUCTWORK, OR EQUIPMENT.
- INSTALL CONTROL DEVICES SUCH AS SENSORS, SENSING WELLS, VALVES, DAMPERS, ETC., FURNISHED BY CONTROL SUPPLIER, IN DUCT AND PIPING SYSTEMS.
- PROVIDE SEISMIC BRACING FOR PIPING, DUCTWORK, AND EQUIPMENT AS REQUIRED BY KENTUCKY BUILDING CODE. SEE SPECIFICATIONS.

**ENCLOSED DISCONNECT SWITCH SCHEDULE**

IDENTIFICATION	TYPE	SIZE	POLES	TRIP	MAX. LOAD	REMARKS
DS-CU-1A	DS	3/8"	3	24	CONDENSING UNIT CU-1A	1
DS-CU-1B	DS	3/8"	3	24	CONDENSING UNIT CU-1B	1

NOTES:  
1. PROVIDE LOCKABLE NEMA 3R ENCLOSURE.  
2. DISCONNECT SWITCH.



**EXTERIOR DISCONNECT MOUNTING DETAIL**

**Distribution Board: (E) EDP-0P**  
**Location: Electrical, 1st**  
**Supply From: 125-120**  
**Mounting: SURFACE**  
**Enclosure: TYPE 1**

Ckt	REI	UPS-0P	20 A	18000 VA	Remarks
1	REI	UPS-0P	20 A	18000 VA	
2	REI	ES-A	20 A	9720 VA	
3	REI	PANEL E/A	100 A	12100 VA	
4	REI	EDP-B	400 A	22400 VA	
5	CRAC-1A		80 A	4971 VA	2
6	CRAC-1B		80 A	4971 VA	2
7	SPACE		110 A	0 VA	
8	CU-1B		15 A	2638 VA	1
9	CU-1A		15 A	2638 VA	1
10	SPACE		15 A	0 VA	
11	REI	EDP-A	250 A	18900 VA	
12	REI	SURGE SUPPRESSION UNIT	0 VA	0 VA	
13	REI	ROOFTOP UNIT (RTU-1A)	50 A	2692 VA	
14	REI	ROOFTOP UNIT (RTU-1B)	50 A	2692 VA	
15	SPACE		200 A	0 VA	
16	SPACE		100 A	0 VA	

Notes:  
1. PROVIDE SEISMIC BRACING FOR PIPING, DUCTWORK, AND EQUIPMENT AS REQUIRED BY KENTUCKY BUILDING CODE. SEE SPECIFICATIONS.

**Notes:**  
1. PROVIDE SEISMIC BRACING FOR PIPING, DUCTWORK, AND EQUIPMENT AS REQUIRED BY KENTUCKY BUILDING CODE. SEE SPECIFICATIONS.  
2. PROVIDE NEW BREAKERS IN EXISTING DISTRIBUTION PANELBOARD TO MATCH AND RATING OF EXISTING DEVICES.

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GROUND

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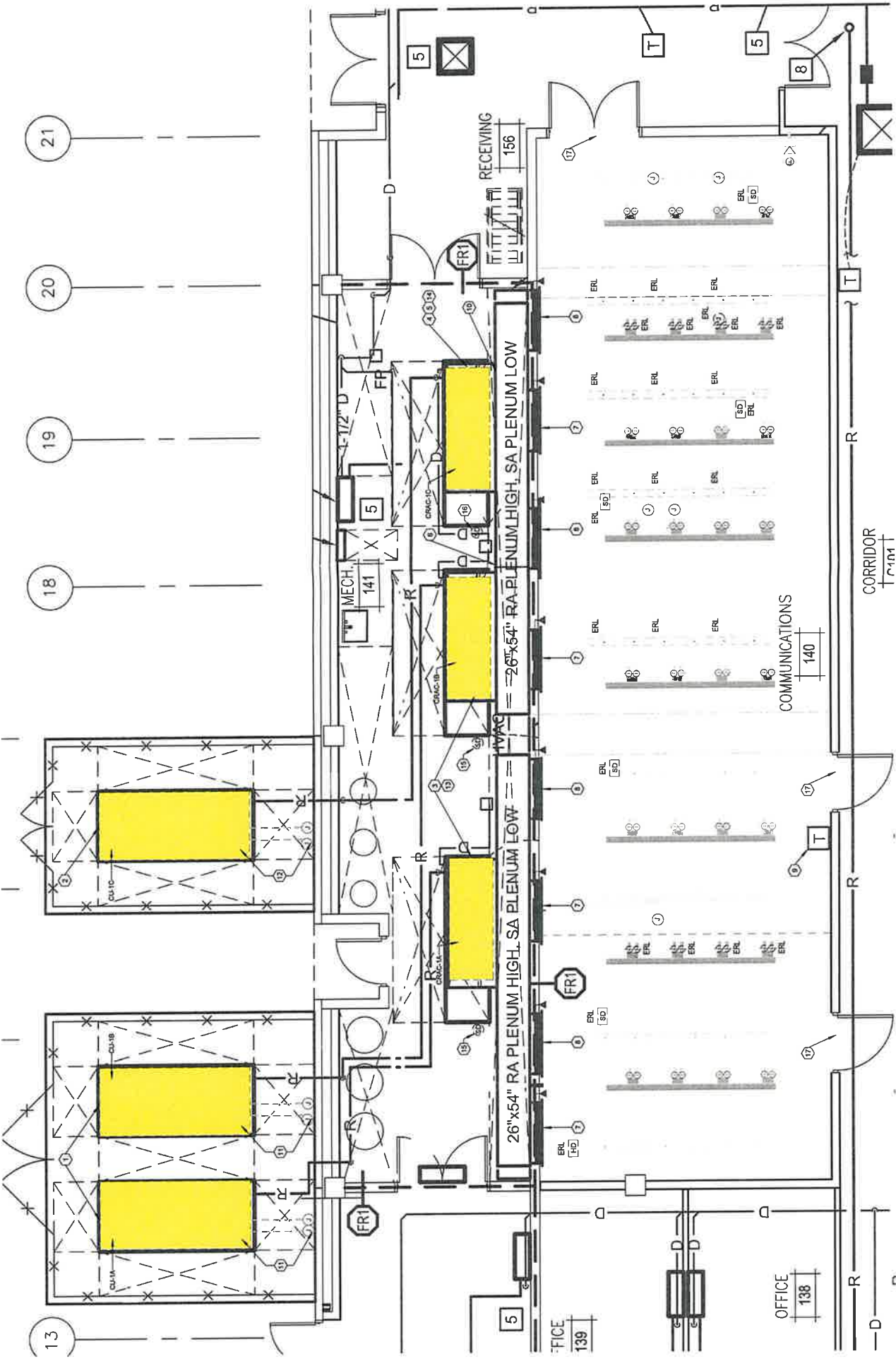
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**Legend:**  
HOT  
NEUTRAL  
GROUND



1 MECHANICAL AND ELECTRICAL DEMOLITION PLAN  
 ME100 SCALE: 1/4" = 1'-0"

- CONCRETE NOTES:**
- DEMOLISH EXISTING CONDENSING UNIT AND ALL ASSOCIATED REFRIGERANT PIPING FOR REPLACEMENT OF NEW UNITS.
  - DEMOLISH EXISTING CONDENSING UNIT AND ALL ASSOCIATED REFRIGERANT PIPING. SEAL HOLES AT BUILDING COMPLETE. CLEAN EXISTING CONCRETE FROM EXISTING PENCING TO REMAIN.
  - DEMOLISH EXISTING CRAC UNIT AND ASSOCIATED REFRIGERANT PIPING. MAINTAIN BUILDING AUTOMATION SYSTEM WIRING FOR CONNECTION TO NEW UNIT.
  - DEMOLISH EXISTING CRAC UNIT AND ASSOCIATED REFRIGERANT AND DRAIN PIPING. REWORK/REPLACE CONTROLS. MESH TRAP ONCE UNIT IS REMOVED. MAINTAIN CAPPED/VALVED WATER LINE AT THIS LOCATION.
  - THIS CRAC UNIT TO BE MAINTAINED AND USED FOR CONDITIONING OF SERVER ROOM DURING DEMOLITION OF CRAC UNIT TO PROVIDE COOLING TO SERVER ROOM. DEMOLITION OF THIS UNIT TO NOT TAKE PLACE UNTIL CRAC UNIT IS OPERATIONAL.
  - PROVIDE TEMPORARY CURBS ON SUPPLY AND RETURN PLENUMS AT EACH OPERATIONAL CRAC UNIT TO PROVIDE COOLING TO CRAC WHILE TWO OTHER CRAC UNITS ARE OPERATIONAL.
  - REMOVE EXISTING CRAC UNIT AND ASSOCIATED REFRIGERANT PIPING. BLOCK OFF OPENINGS BY TEMPORARY MEANS UNTIL NEW WORK OCCURS UNLESS OPENINGS BEING USED BY CRAC. DO NOT REMOVE COOLING COILS.
  - EXISTING COILS TO BE BELIEVED AS RETURN GRILLE. BLOCK OFF GRILLE BY TEMPORARY MEANS UNTIL NEW UNITS ARE READY TO BE PUT INTO OPERATION UNLESS OPENING IS BEING USED BY CRAC FOR TEMPORARY COOLING.
  - DEMOLISH EXISTING THERMOSTAT AFTER NEW UNITS ARE OPERATIONAL AND EXISTING CRAC UNITS IS NO LONGER NEEDED FOR CONDITIONING.
  - CRAC UNIT DUCT SMOKE DETECTOR WHEN CRAC UNIT IS DEMOLISHED. INCLUDE FIRE ALARM SYSTEM WORK AS NEEDED.
  - DISCONNECT EXISTING CONDENSING UNIT AND REMOVE CONDUIT AND CONDENSING SUPPORTS BACK TO EXISTING EXTERIOR WEATHERPROOF JUNCTION BOX. CAP AND COIL EXCESS CABLE IN JUNCTION BOX FOR RECONNECTION TO NEW CONDENSING UNIT.
  - DISCONNECT EXISTING CONDENSING UNIT AND REMOVE CONDUIT AND CONDENSING SUPPORTS BACK TO EXISTING EXTERIOR WEATHERPROOF JUNCTION BOX. REMOVE CABLES BACK TO EXISTING EXTERIOR WEATHERPROOF JUNCTION BOX. REMOVE CABLES BACK TO EXISTING EXTERIOR WEATHERPROOF JUNCTION BOX. REMOVE CABLES BACK TO EXISTING EXTERIOR WEATHERPROOF JUNCTION BOX.
  - DISCONNECT EXISTING CRAC UNIT AND REMOVE ALL CONDUIT, CONDUIT SUPPORTS, AND CABLES BACK TO LOCAL DISCONNECT SWITCH.
  - DISCONNECT EXISTING CRAC UNIT AND REMOVE ALL CONDUIT AND CONDENSING SUPPORTS TO EXISTING EXTERIOR WEATHERPROOF JUNCTION BOX. REMOVE CABLES BACK TO SOURCE. SEAL CONDUIT ENTRY INTO DISCONNECT SWITCH ENCLOSURE.
  - DISCONNECT AND REMOVE DUCT MOUNTED SMOKE DETECTOR AND TURN OVER TO OWNER. REMOVE EXISTING SMOKE DETECTOR AND TURN OVER TO OWNER. REMOVE EXISTING SMOKE DETECTOR AND TURN OVER TO OWNER.
  - REMOVE EXISTING FIRE ALARM CABLE AND RACEWAY BACK TO SOURCE.
  - DOORS ARE TO REMAIN CLOSED AND CANNOT BE PROPPED OPEN FOR EXTENDED TIMES.

**NOTE:**  
 IT IS NOT INTENDED THAT THE PLANS SHOW ALL OFFSETS IN PIPES, CONDUITS, AND DUCTS REQUIRED FOR INSTALLATION OF THE WORK. DETAILS AND SECTIONS ARE INCLUDED FOR SOME AREAS TO SHOW INTENDED RELATIONSHIP OF THE WORK OF VARIOUS TRADES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS TO COORDINATE INSTALLATION OF THE WORK, AND TO PROVIDE THE NECESSARY OFFSETS, TRANSFORMATIONS, AND FITTINGS REQUIRED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION/CONFLICTS BETWEEN THE WORK OF VARIOUS TRADES. DETAILS AND SECTIONS ARE SHOWN FOR THE CONTRACTORS CONVENIENCE AND SHALL NOT BE CONSIDERED COMPLETE IN EVERY DETAIL.

<b>KFI ENGINEERS</b> 3264 Loch Ness Drive Lexington, Kentucky 40517 Tel: (859) 271-3246 Email: kfi@kfi-eng.com	Project Title: <b>LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT          PUBLIC SAFETY OPERATIONS CENTER - SERVER ROOM COOLING          REPLACEMENT</b>	Sheet Title: <b>MECHANICAL AND ELECTRICAL DEMOLITION PLAN</b>	Revision Number: <b>ME100</b>
	115 CISCO ROAD, LEXINGTON, KENTUCKY, 40504	Date: 02/24/2023	Drawn By: MAJ WFN
No. 2/24/2023 Date: 2/24/2023 By:	Project No.: 312023	DWG Scale: AS NOTED	Sheet No.: 2408







**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**DEPARTMENT OF GENERAL SERVICES**

**FOR**

**PSOC Server Room Cooling  
Replacement**

**Bid No. 31-2023**

**Prepared by: KFI Engineers**

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**PART 1**  
**ADVERTISEMENT FOR BIDS**

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## **PART 1**

### **ADVERTISEMENT FOR BIDS**

#### **1. INVITATION**

Sealed proposals for the **PSOC Server Room Cooling Replacement** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **March 22, 2023**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by **KFI Engineers** for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted via Ion Wave.

**LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out and attached with bid submission. A copy of bid bond must be included with submission. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.**

#### **2. DESCRIPTION OF WORK**

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the **PSOC Server Room Cooling Replacement**, Lexington-Fayette County, Kentucky.

**Specs and drawings are available on Ion Wave only.**

#### **3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS**

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at <https://lexingtonky.ionwave.net>



**4. METHOD OF RECEIVING BIDS**

Bids will be received from Prime Contracting firms on a **Lump Sum** for total Project. Bidder must include a price for all bid items to be considered. **Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.**

Bids/proposals should be submitted online via Ion Wave.

**5. METHOD OF AWARD**

The Contract, if awarded, will be to the lowest responsive and responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

**6. BID WITHDRAWAL**

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

**7. BID SECURITY**

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

**8. SUBMISSION OF BIDS**

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **March 22, 2023**. Bid submittals and bid tab sheet will be immediately available after bid opening.

**9. RIGHT TO REJECT**

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

**10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE**

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

**11. NOTICE CONCERNING MWDBE and Veteran Goals**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
859-258-3323  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

## 12. AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement

and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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 to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to

persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**13. PRE-BID CONFERENCE**

Pre-bid conference will be held March 7, 2023, 2:00 pm, 115 Cisco Rd, Lexington, KY.

END OF SECTION



**PART II**  
**INFORMATION FOR BIDDERS**

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## PART II

### INFORMATION FOR BIDDERS

#### **1. RECEIPT AND OPENING OF BIDS**

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

#### **2. PREPARATION OF BID**

The bid must be submitted with the entire proposal and include all pages. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid.

#### **3. REQUIRED BONDS**

The bonds required for this project are bid bond, warranty bond, performance and payment bond, and erosion/sediment bond.

#### **4. SUBCONTRACTS**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

#### **5. QUALIFICATION OF BIDDER**

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to

the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in order or combination. The contract, if awarded, will be awarded to the lowest responsive and qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered with the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

**Each bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.**

**6. BID SECURITY**

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

**7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

**8. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$250.00 per calendar day thereafter deadline for substantial completion and \$250.00 per calendar day thereafter deadline for final completion.

**Given the uncertainty caused by the Covid-19 pandemic, following contract award, a Notice to Proceed will be issued on a date mutually agreed upon by both parties within 90 days of contract award. Contractors will be required to follow any state or local Healthy At Work guidelines.**

**9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.

- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**10. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an addendum issued under signature of the Project Manager for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, faxed or emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

**11. SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of

this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).**

## **12. POWER OF ATTORNEY**

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **13. TAXES AND WORKMEN'S COMPENSATION**

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

## **14. LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

## **15. EROSION AND SEDIMENT CONTROL AND PERMITS**

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

**16. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES**

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

**17. AFFIRMATIVE ACTION PLAN**

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. KYTC DBE Provisions – see Part III
3. DBE Subcontractor Bidders List – see Part III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

**18. CONTRACT TIME**

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Contract Agreement.

**19. SUBSTITUTE OR "APPROVED EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the OWNER, application for such acceptance will not be considered by the OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the OWNER is set forth in the General Conditions.

**20. ALTERNATE BIDS**

**Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids.** If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

**21. SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

**22. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES**

**A. Outreach for MWDBE(s) and Veteran Owned Small Businesses (VOSB)**

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and Veteran Owned Small Businesses. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)



B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Central Purchasing.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

D. MWDBE and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a 10% minimum MWDBE and a 3% minimum Veteran goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

### **23. LFUCG NON-APPROPRIATION CLAUSE**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

END OF SECTION

**PART III**

**FORM OF PROPOSAL**

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**PART III**

**Invitation to Bid No. 31-2023**

**PSOC Server Room Cooling Replacement**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: \_\_\_\_\_

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Purchasing  
200 East Main Street, 3rd Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **PSOC Sever Room Cooling Replacement** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby acknowledges receipt of the following addenda:

- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

**2. LEGAL STATUS OF BIDDER**

Bidder \_\_\_\_\_

Date \_\_\_\_\_

\* 1. A corporation duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

\_\_\_\_\_  
\_\_\_\_\_

\*(The Bidder shall fill out the appropriate form and strike out the other two.)



**4. BID SCHEDULE – SCHEDULE OF VALUES**

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except: If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG’s decision on the bid amount is final.

**Enter pricing in Line Items tab in IonWave. Page P-8 must be fully executed, signed, and attached to the bid submittal in IonWave or your bid WILL be considered non-responsive.**

<b>BID ITEM NO.</b>	<b>UNIT DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>
1	Base Bid. PSOC Cooling Replacement	LS	1



## Unit Cost

Bidder is required to provide bid for each item listed in this section. This list may be used for additions or deletions for the purpose of bid comparisons and/or evaluations, as well as initial contract adjustments. Successful Bidder may be required to provide a more comprehensive list for computing additions to or deletions from the contract.

<b>Item - General</b>	<b>Unit</b>
Additional rack-mounted thermostat – integrated into CRAC controller and building BAS.	<b>EA</b>

Submitted by:

\_\_\_\_\_  
*Firm*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State & Zip*

***Bid must be signed:  
(original signature)***

\_\_\_\_\_  
***Signature of Authorized Company Representative – Title***

\_\_\_\_\_  
*Representative/s Name (Typed or Printed)*

\_\_\_\_\_  
*Area Code – Phone –Fax #*

\_\_\_\_\_  
*E-Mail Address*

OFFICIAL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Seal if Bid is by Corporation)

***By signing this form you agree to ALL terms, conditions, and associated forms in this bid package***

**5. STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

1. Name of Bidder: \_\_\_\_\_

2. Permanent Place of Business: \_\_\_\_\_

3. When Organized: \_\_\_\_\_

4. Where Incorporated: \_\_\_\_\_

5. Construction Plant and Equipment Available for this Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

\_\_\_\_\_ (Surety)

Signed: \_\_\_\_\_ (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully submitted:

\_\_\_\_\_  
(Name of Contracting Firm)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

**6. LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<b><u>BRANCH OF WORK-LIST</u></b>	<b><u>DBE</u> <u>Work</u></b>	<b><u>% of EACH MAJOR ITEM</u></b>

**LIST OF MATERIALS/ SUPPLIERS**

Bidders are hereby advised that this list must be complete and submitted with the Bid. Cut sheets for all mechanical system must be included with bid submittal.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
------	--




**7. Lexington-Fayette Urban County Government  
MWDBE PARTICIPATION GOALS**

**A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

**C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as

being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission

of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must

enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**





**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation,

even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

**9. STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

## 10. EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- \* Section 503 of the Rehabilitation Act of 1973 States:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- \* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- \* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In



following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the*

*labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

**KRS 45.610. Hiring minorities – Information required**

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

**KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor**

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

**KRS 45.630 Termination of existing employee not required, when**

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

**KRS 45.640 Minimum skills**

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of \_\_\_\_\_  
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective Service</b>																	
<b>Para-Professionals</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintenance</b>																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Revised 2015-Dec-15

**13. EVIDENCE OF INSURABILITY**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT  
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: \_\_\_\_\_

Employee ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Project to be insured: \_\_\_\_\_

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's	
					Code	Rating
SC-2 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-2 - see provisions	AUTO	\$1,000,000/per occ.	\$			
SC-2 - see provisions	WC	Statutory w /endorsement as noted	\$			
SC-2 - see provisions	EXC	\$2,000,000 per occ.	\$			

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Street Address \_\_\_\_\_

Title \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

**IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.**

**14. DEBARRED FIRMS**

**PROJECT NAME:** \_\_\_\_\_

**BID NUMBER:** \_\_\_\_\_

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of \_\_\_\_\_ has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

\_\_\_\_\_  
Name of Firm Submitting Bid

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**15. DEBARMENT CERTIFICATION**

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION



**PART IV**  
**GENERAL CONDITIONS**  
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**PART IV**  
**GENERAL CONDITIONS**

**1. DEFINITIONS**

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

**1.1 Addenda**

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

**1.2 Agreement**

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**1.3 Application for Payment**

The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

**1.4 Bid**

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**1.5 Bidder**

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

**1.6 Bonds**

Bid, performance and payment bonds and other instruments of security.

**1.7 Calendar Day**

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

**1.8 Change Order**

A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**1.9 Contract Documents**

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

**1.10 Contract Unit Price**

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

**1.11 Contract Time**

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

**1.12 CONTRACTOR**

The person, firm or corporation with whom OWNER has entered into the Agreement.

**1.13 Defective**

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

**1.14 Drawings**

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

**1.15 Effective Date of the Agreement**

The date indicated in the Agreement on which it becomes effective.

**1.16 CONSULTANT**

The Lexington-Fayette Urban County Government or its authorized representative.

**1.17 Field Order**

A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

- 1.18 Giving Notice**  
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 1.19 Laws and Regulations**  
Laws, rules, regulations, ordinances, codes and/or orders.
- 1.20 Notice of Award**  
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.21 Notice to Proceed**  
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.
- 1.22 OWNER**  
The Lexington-Fayette Urban County Government.
- 1.23 Partial Utilization**  
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.
- 1.24 Project**  
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.25 Inspector**  
The authorized representative who is assigned to the site or any part thereof.
- 1.26 Shop Drawings**  
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.27 Specifications**  
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and



workmanship as applied to the Work and certain administrative details applicable thereto.

**1.28 Standard Specifications**

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**1.32 Underground Facilities**

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**1.33 Unit Price Work**

An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

**1.34 Work**

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

**1.35 Time Period**

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

## **2. PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds**

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

### **2.2 Commencement of Contract Time; Notice to Proceed**

The Contract Time will commence to run on the day specified in the Notice to Proceed.

### **2.3 Starting the Project**

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### **2.4 Before Starting Construction**

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

### **2.5 Submittal of Schedules**

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

**2.5.1** an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

**2.5.2** a preliminary schedule of Shop Drawing submissions; and

**2.5.3** a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

**2.6 Preconstruction Conference**

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

**2.7 Finalizing Schedules**

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

**3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE**

**3.1 General**

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

**3.2 Intent**

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no

Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

### **3.3 Conflicts**

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

### **3.4 Amending and Supplementing Contract Documents**

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

### **3.5 Reuse of Documents**

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any

of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

#### **4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS**

##### **4.1 Availability of Lands**

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

##### **4.2 Physical Conditions**

###### **4.2.1 Explorations and Reports**

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

###### **4.2.2 Existing Structures**

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

###### **4.2.3 Report of Differing Conditions**

If CONTRACTOR believes that:

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

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

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review

CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change

If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

**4.3 Physical Conditions-Underground Facilities**

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction;

and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

**4.4 Reference Points**

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

**5. CONTRACTOR'S RESPONSIBILITIES**

**5.1 Supervision**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be

satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

**5.2 Superintendence**

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

**5.3 Labor**

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

**5.4 Start-Up and Completion of Work**

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

**5.5 Materials and Equipment**

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT,



CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

**5.5.1 Not Clearly Specified or Indicated**

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

**5.5.2 Coordination of Work**

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

**5.6 Adjusting Progress Schedule**

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

**5.7 Substitutes or "Or-Equal" Items**

**5.7.1 General**

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment

proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

#### 5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

#### 5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at

CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

## **5.8 Subcontractors, Suppliers, and Others**

### **5.8.1 Acceptable to CONSULTANT**

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

### **5.8.2 Objection After Due Investigation**

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

### **5.8.3 Contractor Responsible for Acts of Subcontractors**

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County

project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope,

nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

**5.9 Patent Fees and Royalties**

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

**5.10 Permits**

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

**5.11 Laws and Regulations**

**5.11.1 CONTRACTOR to Comply**

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

**5.11.2 Specifications and Drawings at Variance**

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

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a

"current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

#### **5.12 Taxes**

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

#### **5.13 Use of Premises**

##### **5.13.1 Project Site**

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

##### **5.13.2 Clean UP**

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

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**5.14 Record Drawings**

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

**5.15 Shop Drawings and Samples**

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

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

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work



Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

**5.16 Continuing the Work**

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

**5.17 Erosion and Sediment Control**

**5.17.1 General Environmental Requirements**

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

**5.17.2 Stormwater Pollution Prevention**

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

## **6. OTHER WORK**

### **6.1 Related Work at Site**

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

### **6.2 Other Contractors or Utility Owners**

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with

the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

**6.3 Delays Caused by Others**

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

**6.4 Coordination**

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

**7. OWNER'S RESPONSIBILITIES**

**7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

**7.2 Data and Payments**

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

**7.3 Lands, Easements, and Surveys**

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

**7.4 Change Orders**

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

**7.5 Inspections, Tests and Approvals**

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

**7.6 Stop or Suspend Work**

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

**8. CONSULTANT'S STATUS DURING CONSTRUCTION**

**8.1 OWNER'S Representative**

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

**8.2 Visits to Site**

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

**8.3 Project Representation**

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

**8.4 Clarifications and Interpretations**

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

**8.5 Authorized Variations in Work**

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

**8.6 Rejecting Defective Work**

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

**8.7 Shop Drawings**

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

**8.8 Change Orders**

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

**8.9 Payments**

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

**8.10 Determinations for Unit Prices**

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

**8.11 Decision on Disputes**

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

## **8.12 Limitations on CONSULTANT's Responsibilities**

### **8.12.1 CONTRACTOR, Supplier, or Surety**

Neither CONSULTANT'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

### **8.12.2 To Evaluate the Work**

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

### **8.12.3 CONTRACTOR'S Means, Methods, Etc.**

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### **8.12.4 Acts of Omissions of CONTRACTOR**

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

## **9. CHANGES IN THE WORK**

### **9.1 OWNER May Order Change**

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**9.2 Claims**

Claims for an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

**9.3 Work Not in Contract Documents**

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

**9.4 Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

**9.5 Notice of Change**

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

## **10. CHANGE OF CONTRACT PRICE**

### **10.1 Total Compensation**

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

### **10.2 Claim for Increase or Decrease in Price**

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

### **10.3 Value of Work**

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

#### **10.3.1 Unit Prices**

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

#### **10.3.2 Lump Sum**

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

#### **10.3.3 Cost Plus Fee**

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

### **10.4 Cost of the Work**



The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

#### 10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

#### 10.4.5 Supplemental Costs

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

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

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

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

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have

resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

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

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

## **10.5 Not to Be Included in Cost of the Work**

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

### 10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

### 10.5.2 Principal Office

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

### 10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

**10.6 Contractor's Fee**

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

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

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

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

#### **10.7 Itemized Cost Breakdown**

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

#### **10.8 Cash Allowances**

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

##### 10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

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

**10.9 Unit Price Work**

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

**11. CHANGE OF CONTRACT TIME**

**11.1 Change Order**

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

**11.2 Justification for Time Extensions**

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

**11.3 Time Limits**

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

**12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**12.1 Warranty and Guarantee**

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

**12.2 Access to Work**

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

## 12.3 Tests and Inspections

### 12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

### 12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

### 12.3.3 On-Site Construction Test and Other Testing

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



#### 12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

#### 12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

### **12.4 OWNER May Stop the Work**

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

### **12.5 Correction or Removal of Defective Work**

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

### **12.6 One Year Correction Period**

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and

other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

**12.7 Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

**12.8 OWNER May Correct Defective Work**

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### **13. PAYMENTS TO CONTRACTOR AND COMPLETION**

#### **13.1 Schedule of Values**

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### **13.2 Application for Progress Payment**

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

##### **13.2.1 Waivers of Mechanic's Lien**

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

### **13.3 CONTRACTOR'S Warranty of Title**

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

### **13.4 Review of Applications for Progress Payment**

#### **13.4.1 Submission of Application for Payment**

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

#### **13.4.2 CONSULTANT'S Recommendation**

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

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

### **13.5 Partial Utilization**

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

### **13.6 Final Inspection**

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

### **13.7 Final Application for Payment**

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

### **13.8 Final Payment and Acceptance**

#### **13.8.1 CONSULTANT'S Approval**

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

#### **13.8.2 Delay in Completion of Work**

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### **13.8.3 Retainage**

**Retainage is not applicable to this project.**

### **13.9 CONTRACTOR'S Continuing Obligation**

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

**13.10.1** a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

**13.10.2** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

**14.2 OWNER May Terminate**

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

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

**14.2.2** if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

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

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

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

**14.2.6** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

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

**14.2.8** if CONTRACTOR disregards the authority of CONSULTANT, or

**14.2.9** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

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



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

**14.2.10** If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

**14.2.11** This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

**14.2.12** This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

**14.3 CONTRACTOR'S Services Terminated**

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

**14.4 Payment After Termination**

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

**14.5 CONTRACTOR May Stop Work or Terminate**

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

**15.2.1** That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

**15.2.2** That it is an unlawful practice for an employer:

**15.2.2.1** to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

**15.2.2.2** to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

**15.2.3** That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

**15.2.4** That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

**15.2.5** This Ordinance shall take effect after it is signed, published and recorded, as required by law.

**15.3 Temporary Street Closing or Blockage**

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

**15.4 Percentage of Work Performed by prime CONTRACTOR**

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

**15.5 Clean-up**

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

**15.6 General**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

**15.7 Debris Disposal**

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

**PART V**  
**SPECIAL CONDITIONS**  
**INDEX**

- 1 BLASTING
- 2 RISK MANAGEMENT PROVISIONS –  
INSURANCE AND INDEMNIFICATION
- 3 WAGE SCALE
- 4 WEATHER RELATED DELAYS

1. **BLASTING** – not applicable.

**2. RISK MANAGEMENT PROVISIONS**  
**INSURANCE AND INDEMNIFICATION**

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability	\$1 million per occurrence, \$2 million aggregate
Commercial Automobile Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$2 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.



d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.

- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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**3. WAGE SCALES – NOT APPLICABLE.**

**4. WEATHER RELATED DELAYS**

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatology ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using  $\geq 0.10$  will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)
- F. Definitions:
  - 1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.
  - 2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

END OF SECTION

**PART VI**  
**CONTRACT AGREEMENT**

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and \_\_\_\_\_ **(bidder's name)** \_\_\_\_\_, doing business as \*(an individual) (a partnership) (a corporation) located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) quoted in the proposal by the CONTRACTOR, dated \_\_\_\_\_, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by KFI Engineers for the PSOC Server Room Cooling Replacement project.

**2. TIME OF COMPLETION**

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as substantial completion in three hundred eighty-five (385) calendar days and final completion in fourteen (14) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

**3. ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

**4. THE CONTRACT SUM**

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

**5. PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

**6. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**7. THE CONTRACT DOCUMENTS**

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

**8. EXTRA WORK**

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

**9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

**SPECIFICATIONS**

**SECTION  
NO.**

**TITLE**

---

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky  
(Owner)

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

(Seal)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Secretary)\*

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.



**PART VII**

**PERFORMANCE AND PAYMENT BONDS**

1. PERFORMANCE BOND
2. PAYMENT BOND

**PART VII**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_

(Name of CONTRACTOR)

\_\_\_\_\_

(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: \_\_\_\_\_  
Dollars, (\$ \_\_\_\_\_), for the payment of whereof Principal and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for  
\_\_\_\_\_ **(project name)** \_\_\_\_\_ in accordance with drawings and  
specifications prepared by: \_\_\_\_\_ **(the Engineer)** \_\_\_\_\_ which Contract is by reference  
made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall  
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall  
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER  
having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ each one of which shall be  
(number)  
deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_ (s)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

BY: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Surety

TITLE: \_\_\_\_\_  
Surety

\_\_\_\_\_  
(Address)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

**PART VII**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for \_\_\_\_\_ (project name) in accordance with drawings and specifications prepared by: \_\_\_\_\_ (the Engineer) which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
  
3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
  
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
\_\_\_\_\_  
(Principal)

(SEAL) BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety)  
BY: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

**PART VIII**

**ADDENDA**

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____



## **IX. TECHNICAL SPECIFICATIONS**

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SECTION 01 0000 – SPECIAL CONDITIONS

1.1 GENERAL

- A. These specifications and drawings accompanying them describe the work to be done and the materials to be furnished for the construction of the LFUCG Public Safety Operations Center – Server Room Cooling Replacement.
- B. Bidders, before submitting proposals, shall visit and examine the site to satisfy themselves as to the nature and scope of the new construction and any difficulties attending the execution. The submission of a proposal will be construed as evidence that a visit and examination have been made. Later claims for labor, equipment, or materials required for difficulties encountered which could have been foreseen had such an examination been made will not be recognized.
- C. The drawings and specifications are intended to be fully explanatory and supplementary. However, should anything be shown, indicated or specified on one and not the other, it shall be done the same as if shown, indicated or specified in both.
- D. It shall be the responsibility of all Contractors and subcontractors to carefully examine all drawings, specifications and contract documents pertaining to all phases of the construction in order that Contractor and subcontractor may foresee all requirements for coordination of their work. Submission of a bid shall be construed as evidence that such an examination has been made. Claims based on unforeseen requirements will not be considered.
- E. Should any error or inconsistency appear in drawings or specifications, the Contractor, before proceeding with the work, must make mention of the same to the Engineer for proper adjustment, and in no case proceed with the work in uncertainty or with insufficient drawings.
- F. The Contractor and each subcontractor shall be responsible for verification of all measurements at the building before ordering any materials or doing any work. No extra charge or compensation shall be allowed due to differences between actual dimensions and dimensions indicated on the drawings. Any such discrepancy in dimensions which may be found shall be submitted to the Engineer for his consideration before the Contractor proceeds with the work in the affected areas.
- G. Contractors shall follow sizes in specifications or figures on drawings, in preference to scale measurements and follow detail drawings in preference to general drawings.
- H. Where it is obvious that a drawing illustrates only a part of a given work or of a number of items, the remainder shall be deemed repetitious and so constructed.

1.2 PROJECT SCOPE

- A. This project involves replacing two computer room air conditioning units and their associated condensing units and removal of a third.

1.3 EQUIPMENT FURNISHED BY THE OWNER

- A. None.

1.4 PROJECT SITE AVAILABILITY

- A. The project site will be available to the Contractor 24/7 beginning when work starts and ending at final completion.

1.5 CONFLICTS

- A. If there is any conflict in the Instruction to Bidders and the General Conditions with the Special Conditions, the Special Conditions shall govern.

1.6 DIVISION OF SPECIFICATIONS

- A. Division of specifications into sections is done for convenience of reference and is not intended to control contractors in dividing work among subcontractors or to limit scope of work performed by any trade under any given section.

1.7 DISPUTES

- A. Contractor is hereby put on notice that it is his contractual obligation to adjust differences between his several subcontractors. Attempts to have the Owner or Engineer settle disputes between Contractor and his subcontractors, or between subcontractors, will not be given consideration.

1.8 ALLOCATION OF WORK

- A. Where certain materials are specified to be installed under various headings, it shall be the responsibility of the Prime Contractor to re-allocate such work under the proper subcontractor if the specification is in conflict with local jurisdiction.

1.9 ENGINEER'S STATUS

- A. The Engineer is the agent of the Owner during construction and until final payment. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the contract documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Engineer has authority to reject work which does not conform to the contract documents.
- B. The Engineer shall at all times have access to the work whenever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the contract documents.

1.10 OWNER'S RIGHT TO STOP THE WORK

- A. If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the contract documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

1.11 NOTICE AND SERVICE THEREOF

- A. Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

1.12 CODES AND ORDINANCES

- A. All branches of the work shown on the plans or specified, whether specifically mentioned or not, shall be executed in strict compliance with all local or state regulations and codes and shall be in compliance with all National Codes when same have jurisdiction.

1.13 ORDERING MATERIALS

- A. Immediately following award of contract for this work, Contractor shall determine source of supply for all materials and length of time required for their delivery, including materials of subcontractors, and order shall be placed for such materials promptly.
- B. If, for any reason, any item specified will not be available when needed and Contractor can show that he has made a reasonably persistent effort to obtain item in question, the Engineer is to be notified in writing within 20 days after Contract is signed, and he will either determine source of supply or arrange with Owner for appropriate substitute within terms of Contract. Otherwise, the Contractor will not be excused for delays in securing materials specified and will be held accountable if completion of building is thereby delayed.

1.14 STORAGE OF MATERIALS

- A. Each Contractor providing materials and equipment shall be responsible for the proper and adequate storage of his materials and equipment, and for the removal of same upon completion of his work. Storage of materials at the site shall be confined to areas within the Contract Limits where designated by the Owner.

1.15 DAMAGED FACILITIES

- A. The Prime Contractor shall repair and/or replace, at no expense to the Owner, any sections of existing roads, drives, streets, sidewalks, curbs, utilities, buildings and other structures damaged by reason of work performed under this Contract or incidental thereto, whether by his own forces or by his subcontractors or by his material suppliers. The contractor shall video tape all existing areas of work before starting work to document existing conditions.

1.16 INSPECTION CERTIFICATES

- A. The Contractor shall obtain and pay for all other required permit and inspection fees.

1.17 BRAND NAMES

- A. Whenever manufactured products, devices or materials are specified under particular brand name or name of manufacturer, it shall not be construed to mean that these are closed specifications, whether the clause "or approved equal" is included or not. Other products comparable in type, quality, utility and price are acceptable if approved by the Engineer and the Owner. The burden of proof of quality shall, in all cases, rest with the Contractor. The Owner shall be the final judge of parallel equality and reserves the right to require that the product or material specified by name be furnished at no increase in contract amount. If the materials listed within the proposal form are accepted by the Owner, then no deviations from those listings will be permitted except at the discretion of the Owner in the interest of expediting construction or overall standardization.

1.18 CONDUCT OF EMPLOYEES

- A. Special efforts shall be made by the Contractor to prevent any employees from entering existing buildings for any reason except construction business. In particular, use of toilets, drinking fountains and vending machines is prohibited.
- B. The Contractor shall post signs conspicuously on the site to prohibit the use or possession of alcoholic beverages by any of his employees. The Contractor is responsible for reporting violations of the provisions of KRS 244 to the proper authorities and for taking the necessary action to insure that the intent of this paragraph is carried out.
- C. Smoking in any buildings is also prohibited. No guns or firearms allowed on site.

1.19 USE OF TOILETS, DRINKING FOUNTAINS AND VENDING MACHINES

- A. The use of toilets, drinking fountains and vending machines will be prohibited. The contractor is responsible for arranging and providing temporary standard portable restrooms at the rear of the building.

1.20 PARKING FACILITIES

- A. The owner will provide limited parking on-site and will be for branded company vehicles carrying tools and equipment only. Personal contractor vehicles will not be permitted on-site.

1.21 USE OF THE PREMISES - CONTRACT LIMIT

- A. The Contractor shall confine his operations, including delivery and unloading of materials and equipment to the areas within the designated Contract Limits.
- B. During the work of this Contract, it is absolutely necessary that the Owner have continued use of the buildings and streets. In consultation with the Owner and Engineer, the Contractor shall cooperate to accomplish this result by scheduling his operations at such times and confining his operations to such areas as will least affect the normal operation of the existing adjacent facilities.
- C. The Contractor shall consult with the Owner and agree on a general "Plan of Operations". The Plan of Operations shall show concisely the manner in which the Contractor intends to pursue the sequence of operations, the traffic pattern for delivery of materials and equipment, etc. Once this Plan of Operations

in writing is agreed upon, the Contractor shall not deviate from the plan unless approval is secured from the Owner in writing.

1.22 INTERRUPTION OF UTILITIES

- A. Interruptions shall be of minimum duration and shall be scheduled with the Owner to cause the least possible inconvenience. In all cases, the Owner shall be notified well in advance of an anticipated interruption of utilities. The Contractor shall provide a minimum of 2-week's notice to the Owner for scheduling all outages.
- B. In general, do not interrupt services to occupied areas of the building (both inside and outside construction area). If services must be interrupted (for making temporary connections, for changing over from existing to new, or for making new connections to existing systems, for example) then do such work at the times designated by the Owner.
- C. Perform work on premium time if required to do so by the Owner.
- D. At any time the existing building services are interrupted, the Contractor shall work continuously until the permanent services are restored.

1.23 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site and building surrounding construction area during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work to minimize interference with the Owner's operations. Perform portions of work on premium time if required to do so by the Owner.

1.24 PROGRESS MEETING

- A. With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, meetings may be called which shall be attended by representatives of (a) Using Agency, (b) LFUCG, (c) the Engineers, (d) the Prime Contractor, (e) the Subcontractor for Electrical work, and such other subcontractors as may be interested or affected. A location near the site will be designated where such meetings will be held. The frequency of meetings shall be at the discretion of the Engineer and Owner.

1.25 CLEANING AND TRASH REMOVAL

- A. The Prime Contractor shall provide trash containers of adequate size on the site. Each subcontractor shall collect and deposit his debris in the containers. The Prime Contractor shall remove all trash from the project daily.
- B. The Prime Contractor shall clean the entire area of new construction daily.
- C. The subcontractors shall be responsible for removal from the site of all their liquid waste or other waste that requires special handling.
- D. All work areas, passageways, and stairs must be kept free from debris at all times.

- E. Failure to comply with the above requirements shall be cause for stopping all work until the condition is corrected.
- F. Burning of scrap materials, trash, or debris on the Owner's property will not be permitted.

1.26 EXISTING MATERIALS TO BE REMOVED

- A. Unless otherwise shown on the Drawings or indicated by the Owner, any existing materials, equipment or fabrications indicated to be removed shall become the property of the Contractor and shall be removed from the project at the appropriate time.

1.27 ENGINEER'S WORK PRODUCT

- A. The Engineer's work product is prepared and produced for the sole and exclusive benefit of the Owner. Any real or inferred benefits to third parties is hereby expressly disclaimed.

1.28 ADMINISTRATION OF THE CONTRACT

- A. The Engineer will perform certain administrative functions of the construction contract. Nothing contained in these contract documents, not any other oral or written agreements, memoranda, or communications shall create any express or implied contractual relationship between the Engineer and the Contractor.
- B. The Engineer may make periodic visits to the work site in accordance with the conditions of his contract with the Owner. The purpose of these visits and observations is to endeavor to guard against defects and deficiencies, not to supervise the Contractor's work.
- C. The Engineer makes no express or implied representations of guaranteeing the Contractor's work.
- D. The Engineer is not a specialist in construction methods, techniques, sequences or procedures and therefore assumes no responsibility for the construction operations and safety program.

1.29 WORKMANSHIP

- A. The workmanship shall be of the highest quality, in every respect, as usually recognized in the building industry. Poor or inferior workmanship (as determined by the Engineer or inspecting authorities) is to be removed and replaced to conform to the highest quality standards of the trades concerned, or otherwise corrected.

1.30 DRAWINGS AND SPECIFICATIONS

- A. The drawing dimensions shall have precedence over scaled measurements and details over general drawings. The requirement drawings rule over the specifications.
- B. Figured dimensions on the drawings are reasonably accurate and should govern in setting out the work. However, should the Contractor discover discrepancies or inaccuracies, it shall be the Contractor's responsibility to bring them to the attention of the Engineer before making any changes. Changes shall be made only with the approval in writing of the Engineer.



1.31 SUBSTANTIAL COMPLETION, FINAL COMPLETION AND SUBSEQUENT INSPECTIONS

- A. In as much as all parties with and intend to prosecute the work in a diligent and good faith manner, and to complete the work in a timely fashion, the contractor shall notify the Engineer when the contractor believes he has attained Substantial Completion. Notification shall be made at least five (5) calendar days prior to the date set to the Substantial Completion inspection.
- B. Inspection Procedures: Upon receipt of the Contractor's request, the Engineer will either proceed with the inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, the Engineer will declare substantial completion, or advise the Contractor of work which must be performed prior to issuance of the Certificate of Substantial Completion. The Engineer will repeat the inspection when requested and assure that the Work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.
- C. The Engineer will reinspect the work upon the receipt of the Contractor's notice that he believes in good faith that, except for those items whose completion has been delayed due to circumstances that are unacceptable to the Engineer, the work has been completed, including punch list items from earlier inspections. Upon completion of reinspection, the Engineer will either recommend final acceptance and final payment, or will advise the contractor of work not completed or obligations not fulfilled as required for final acceptance by issuance of another punch list.
- D. The Contractor, upon completion of all outstanding items set forth in the punch list, shall notify the Engineer of the completion of the work. The Engineer shall verify completion of the work by an on-site inspection.
- E. In the event that the work should still require reinspections after initial post final reinspection, unless through no fault of the Contractor, the Contractor shall authorize the Owner to deduct from the remaining available construction funds those monies which represent the Engineer's normal hourly compensation rates and normal expenses for any additional time and expense expended on this project by the Engineer. Hourly rates and expense reimbursement rates will be governed by those rates stipulated in the agreement between the Owner and the Engineer. The disbursement of available construction funds by the Owner to the Engineer in the foregoing situation, described herein, shall represent only actual charges associated with the expenditure of the Engineer's time and expense and in no way represent a penalty assessed to the Contractor.

1.32 PRIME CONTRACTOR'S RESPONSIBILITY FOR DEVIATIONS

- A. Plans and specifications for this project are shown specified electrical entities, diagrams and devices for each item. The mention of acceptable bidder does not necessarily imply that their particular "standard" product is totally adaptable to details shown. Therefore, the cost of deviations, extensions or adjustments required for the low Bidder's product must be included in the Prime Contractor's bid. No additional cost will be considered.

1.33 TEMPORARY COOLING

- A. The existing CRAC Unit 1C shall be used for temporary cooling while the other two units are replaced, as shown on the drawings.
- B. In addition, the contractor shall rent and store temporary spot coolers equaling 10 tons of cooling during the duration of the replacement. These units are to be set-up and made operational in the event that the temporary CRAC unit were to fail during the replacement.

1.34 BADGING

- A. All contractors will be required to apply for and receive a security badge to be worn at all times while on-site.

END OF SECTION 01 0000

DIVISION 23 – HVAC

SECTION 23 0000 – GENERAL PROVISIONS FOR HVAC SYSTEMS

PART 1 - GENERAL

1.1 REVIT

- A. The plans, sections and risers were made with REVIT. This program has some limitations on the types of valves, fittings, taps, accessories... that can be show. The contractor should review the specifications and details for the proper type of valves, fittings, taps, accessories... because what is shown on the plans may be the "closest" available within the limitations of REVIT and not exactly what is required by the contract specifications and details.
- B. Mounting heights may have been modified to show elements on the correct floor plan for bidding. Coordinate with the architect and engineer if it is not clear.
- C. Components may be orientated for clarity. Actual components shall be orientated as required by specifications, service requirements or manufacturers recommendations.

1.2 GENERAL

- A. The General Conditions, Special Conditions, Supplemental Conditions, Instructions to Bidders, and other Contract Documents apply to this branch of the work as well as to the other branches.
- B. Provide the materials (piping, ductwork, wiring, conduit, software, equipment, equipment accessories, etc.) and labor necessary for complete and functioning HVAC systems. The Drawings and Specifications are intended to indicate complete working systems. Provide complete and properly working systems, even if all materials and labor necessary to achieve this are not specifically shown on the Drawings or specified.
- C. The Contractor shall familiarize himself with the work of all other trades, general type construction, and the relationship of his work to other sections. He shall examine all working drawings, specifications and conditions affecting his work. The Contractor shall visit the premises and thoroughly familiarize himself with all details of the work and working conditions, verify all dimensions in the field and advise the Engineer of any discrepancy before fabricating or performing any work.
- D. The work shall include complete testing of all equipment, piping and ductwork at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment.
- E. Perform any necessary temporary work during construction.
- F. Work under this section shall conform to governing codes, ordinances and regulations of the City, County and State.

- G. The Contractor shall be responsible for any errors in fabrication, for the correct fitting, installation and erection of the various HVAC systems.
- 1.3 VIBRATION ISOLATION AND SEISMIC EQUIPMENT
- A. Installation of vibration isolation equipment and seismic bracing pertaining to HVAC systems shall be by this Contractor. This contractor is responsible for the delegated design of the seismic bracing.
- 1.4 POWDER ACTUATED CONCRETE FASTENERS
- A. Obtain written approval from the structural engineer before using powder-actuated concrete fasteners.
  - B. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) thick.
- 1.5 SUSPENSION FROM METAL DECKING
- A. Do not use metal decking for suspension of piping, ductwork or equipment. Hang items from top member of joist or provide additional structure to span between top members if needed.
- 1.6 COORDINATION BETWEEN TRADES
- A. Demand and examine all Drawings and Specifications pertaining to the construction before installing the work described and shown under these Drawings and Specifications. Cooperate with all other Contractors in locating piping, ductwork, conduit, openings, chases and equipment in order to avoid conflict with any other Contractor's work. Give special attention to points where ducts or piping must cross other ducts or piping and where ducts, piping and conduit must fit into the walls and columns. All work installed above a lay-in ceiling must be coordinated and installed so there is a minimum of 4 inches between the top of the ceiling grid and the bottom of the installation.
  - B. Make known to other trades intended positioning of materials and intended order of work. Determine intended position of work of other trades and intended order of installation.
- 1.7 DISCREPANCIES
- A. If any discrepancies occur between the accompanying Drawings and these Specifications and Drawings and Specifications covering other Contracts, report such discrepancies to the Architect/Engineer far enough in advance so that a workable solution can be presented. No extra payment will be allowed for relocation of piping, ductwork, conduit and equipment not installed in accordance with the above instructions, and which interferes with work and equipment of other Contractors.
- 1.8 EXISTING PIPE AND SERVICES
- A. Existing piping and services are located as accurately as possible from available information, but it shall be the Contractor's responsibility to locate, determine exact elevations and make required connections to such lines and services in manner approved by the Architect/Engineer.

- B. Maintain in operating condition active utilities encountered in the utility installation. Repair to the satisfaction of the Architect/ Engineer and the Owner any surface or subsurface improvements damaged during the course of the work, unless such improvement is shown to be abandoned or removed.

#### 1.9 CONTINUOUS OPERATION AND CUTOVER

- A. To facilitate the continuous operation of the existing utilities, no utility service shall be tapped into without prior notification of 2 weeks to and approval received from the designated authority of the utility company.

#### 1.10 ASBESTOS

- A. If during the course of his work the Contractor observes the existence of asbestos, or asbestos-bearing materials, the Contractor shall immediately terminate further work on the project and notify the Owner of the condition. The Owner will, after consultation with the Engineer, determine a further course of action.

#### 1.11 ACCESSIBILITY

- A. Install equipment and materials to provide required access for servicing and maintenance. Coordinate the final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow ample space for removal of all parts that require replacement or servicing.
- B. Extend all grease fittings to an accessible location.

#### 1.12 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

#### 1.13 HVAC INSTALLATIONS

- A. Coordinate HVAC equipment and materials installation with other building components.
- B. Verify all dimensions by field measurements. Field verify existing conditions and all required measurements before fabricating any piping, ductwork or equipment.
- C. Arrange for chases, slots, and openings in other building components to allow for HVAC installations.
- D. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.
- E. Sequence, coordinate, and integrate installations of HVAC materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing-in the building.
- F. Coordinate the cutting and patching of building components to accommodate the installation of HVAC equipment and materials.

- G. Where mounting heights are not detailed or dimensioned, install HVAC services and overhead equipment to provide the maximum headroom possible.
  - H. Install HVAC equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
  - I. Coordinate the installation of HVAC materials and equipment above ceilings with suspension system, light fixtures, and other installations.
  - J. Coordinate connection of HVAC systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
  - K. Do not install HVAC work where it will interfere with work of other trades.
  - L. Do not install mechanical work under HVAC terminal units above suspended ceilings, such as heat pump units, air handling units, variable volume units, coils, etc.
  - M. Install mechanical equipment above ceiling at an elevation that will allow access without extending ladder thru ceiling opening.
  - N. Do not install HVAC work where it will interfere with access doors in ductwork.
  - O. Do not install HVAC work where it will interfere with access to control panels on HVAC and/or electrical equipment.
  - P. Do not install HVAC work where it will interfere with access space around HVAC and electrical equipment. Do not install piping where it will interfere with removal of HVAC coils, filters or fan shafts.
  - Q. Do not install piping so close to ceiling that ceiling tiles in accessible ceilings cannot be removed without damaging them.
  - R. Do not install HVAC work over the top of electrical equipment. Maintain minimum distances away from electrical equipment as required by the Electric Code.
- 1.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS
- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.
- 1.15 WORKING DRAWINGS
- A. Scale of drawings is approximate. Do not scale the drawings to determine locations of mechanical work. Exact locations, dimensions and elevations shall be governed by field conditions. Make field measurements of building before fabricating or installing equipment or materials.
  - B. Drawings are based on physical dimensions of one or more manufacturer's equipment. Other approved equipment shall be of such dimensions that it can be readily installed in available space, leaving ample clearance for proper maintenance.

- C. Intent of drawings is to show systems and sizes. Drawings do not necessarily show all required offsets. Work shall be installed to conform with space limitations. Offsets, transitions, fittings, etc., shall be provided as part of the Contract where required to attain this objective.

#### 1.16 EQUIPMENT MOUNTING

- A. Mount equipment with moving parts, such as compressors, fans, air handling units, etc., on vibration supports suitable for the purpose of minimizing noise and vibration transmission unless otherwise specified. In addition, isolate equipment from external connections such as piping, ducts, etc., with flexible connectors, vibration isolators, or other approved means.
- B. Provide each piece of equipment or apparatus suspended from the ceiling or mounted above the floor level with suitable structural support, pipe stand, platform or carrier as approved by the Architect/Engineer.
- C. Gasket and seal to mounting surface flush and surface mounted equipment such as diffusers, grilles, etc.

#### 1.17 DEBRIS

- A. Remove from the site any debris and dirt caused by the work. Maintain the premises in a clean and orderly condition.

#### 1.18 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Provide suitable protection from dampness damage, dirt, etc., for equipment and materials during construction and until final acceptance by the Owner. Keep ends of piping and ductwork capped off when work on them is not in progress. Such protection shall be by a means acceptable to the Architect/Engineer.

#### 1.19 CLEANING UP

- A. After completion of the work and before final acceptance of the work, thoroughly clean equipment and materials and remove foreign matter such as grease, dirt, labels, stickers, etc., from the exterior of piping, equipment and associated fabrications.

#### 1.20 EQUIPMENT CONNECTIONS

- A. Make connections to equipment furnished by others whenever such equipment is shown on any part of the drawings or mentioned in any section of the specifications.
- B. Verify equipment locations and the sizes, number, locations, and types of connections to be made before installation of any such equipment.

1.21 EQUIPMENT INSTALLATION INSTRUCTIONS

- A. Install HVAC piping, ductwork and equipment in strict accordance with manufacturer's recommendations. Provide equipment accessories necessary for proper operation or recommended by the manufacturer, even if such accessories are not shown on the drawings or mentioned in the specifications.

1.22 PERMITS, CODES AND APPROVALS

- A. Permits. Obtain and pay for the permits and licenses necessary for the complete HVAC systems from the authorities governing such work.
- B. Codes. Installation shall be in accordance with applicable codes and regulations, including but not limited to the following:
  - 1. City or County Building Inspector
  - 2. National and Local Electric Codes
  - 3. Kentucky Building Code and its referenced codes
  - 4. Kentucky Boiler Code
  - 5. Kentucky Energy Code
  - 6. Kentucky State Fire Marshal
  - 7. Local Fire Codes
  - 8. Local Building Inspections
- C. Approvals. All work must be approved by the Architect/Engineer before final payment is made.

1.23 SUBSTITUTION OF MATERIALS AND EQUIPMENT

- A. When making a shop drawing submittal for materials and/or equipment of a different manufacturer than that specified, it shall be understood and agreed that such substitution if approved will be made without cost to the Owner, regardless of changes in connections, spacing, electrical service, etc.

1.24 WORKMANSHIP

- A. Work shall be performed by mechanics skilled in their respective trades and shall present appearance typical of best trade practice. Work not installed in this manner shall be repaired, removed or replaced, or otherwise remedied as directed by the Architect/Engineer.

1.25 RECORD DRAWINGS

- A. Keep accurate record of deviations from drawings, particularly where work is concealed. Submit one (1) set of drawings marked to show changes when work is completed.

1.26 SUPERVISION

- A. The Contractor shall personally supervise the work or have a competent superintendent, satisfactory to the Architect/Engineer and Owner on the work at all times during progress with full authority to act.



- B. The Contractor shall lay out his work and be responsible for any necessary lines, levels, elevations and measurements. He must verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to do so. Work at the site of the project shall be observed by the Architect/Engineer or his representative.
- C. Final Inspection: At the time of final inspection of the work performed under this Contract, systems shall be complete in every respect and in perfect operating condition. Surplus materials of every character resulting from work of this section shall have been removed. Sanitary sewers shall be free from sand, silt or other obstructions. Any defect discovered in the utilities subsequent to this inspection shall have been corrected.

#### 1.27 STRUCTURAL RESPONSIBILITY

- A. The Contractor shall be responsible for properly shoring, bracing, supporting, etc., any existing and/or new construction to guard against cracking, settling, collapsing, displacing, or weakening. No structural member shall be cut or otherwise weakened in any manner without the written consent of the Architect/Engineer.
- B. Any damage occurring to the existing and/or new structures, due to failure to exercise proper precautions or due to action of the elements, shall be promptly and properly made good to the satisfaction of the Owner or Architect/Engineer, without cost to either the Owner or the Architect/ Engineer.

#### 1.28 OPENINGS

- A. This Contractor shall be responsible for the openings he may require in floors, walls, roof or ceilings of any type of new or existing construction whether or not shown on the Architectural, Structural or Mechanical Drawings.
- B. Openings that have been shown on the Architectural and/or Structural Drawings will be provided under other Divisions; however, the responsibility for the correct size and location of such openings shall be that of this Contractor.
- C. Openings that have not been shown on the Architectural and/or Structural Drawings shall be provided by this Contractor.
- D. Review and conform to all structural requirements as detailed or specified in the Structural drawings and specifications.

#### 1.29 CUTTING, FITTING AND PATCHING

- A. Before doing any cutting or drilling, Contractor shall obtain permission from the Architect/Engineer and shall follow his instructions as to how proposed cutting or drilling is to be done.
- B. Each respective Contractor shall do any cutting, patching, drilling of masonry, steel, wood or iron work and any fitting necessary for the proper installation of apparatus and materials included in these specifications or governed thereby.
- C. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

- D. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
  - E. Coordinate with the Structural Engineer BEFORE drilling, cutting, notching, etc., any new or existing structural members. Obtain written permission from Structural Engineer before doing such work. Locations and sizes of openings and methods of cutting or drilling such openings must be approved in advance by the Structural Engineer. Positively identify exact locations of reinforcing bars or tension cables in structural members by X-raying or other methods approved by the Structural Engineer if required by the Structural Engineer.
  - F. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
  - G. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - H. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - I. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
  - J. Comply with requirements of applicable Sections of Division 23 where cutting and patching requires excavating and backfilling.
  - K. The patching and finishing shall be done in a workmanlike manner to the satisfaction of the Architect/Engineer.
  - L. Patch any openings in existing floors, walls, ceilings or roof, left by removal of existing HVAC work.
  - M. Review and conform to all structural requirements as detailed or specified in the Structural drawings and specifications.
- 1.30 RESTORATION OF SURFACES
- A. Each Contractor shall restore to their original conditions all paving, curbing, surfaces, drainage ditches, structures, fences, shrubs, and other items damaged or removed by his operations that are outside of the Limit of Site boundaries. Replacement and repairs shall be in accordance with good construction practice and shall match material employed in the original construction of the item to be replaced.
- 1.31 SHOP DRAWINGS AND OTHER REQUIRED SUBMITTALS
- A. Comply with requirements listed in Division 1 Section – SUBMITTAL PROCEDURES and the following paragraphs.
  - B. Definitions
    - 1. Action Submittals: See Division 1 Section – "SUBMITTAL PROCEDURES".

2. Informational Submittals: See Division 1 Section – "SUBMITTAL PROCEDURES".

- C. Make submittals in PDF format.
- D. Prepare and submit to the Architect/Engineer for review, shop drawings, certified equipment drawings, installation, operating and maintenance instructions, samples, wiring diagrams, etc., and any other data required.
- E. Submittal data shall have the stamp of approval of the General Contractor to show that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will be returned for proper resubmission.
- F. No roughing-in, connections, etc., shall be done until acceptable shop drawings are in the hands of the Contractors. It shall be the responsibility of the Contractor to obtain acceptable shop drawings and to make connections, etc., in the neatest and most workmanlike manner possible.
- G. Submittal data must be complete for each piece of equipment. Partial or incomplete data will not be processed.
- H. Architect/Engineer's review of shop drawings the applies only to general design, arrangement, type, capacity and quality. Such approval does not apply to quantities, dimensions, connection locations, etc. In these cases, the Contractor alone shall be responsible for furnishing the proper quantity of the equipment and/or materials required for seeing that the equipment fits the available space in a satisfactory manner and that piping, electrical and other connections are suitably located.
- I. The Architect's/Engineer's review of shop drawings, schedules or other required submittal data shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has, in writing, called the Architect's/Engineer's attention to such deviation at the time of submission and secured his written acceptance nor shall it relieve him from responsibility for error in shop drawings or schedules.
- J. The building owner has the right to reject any submittal for any reason during the submittal process. The building owner also has the right to review and observe the operation of any equipment submitted in a past installation no less than 1 year old. The maintenance operator of the past installation is to be available for questioning by the building owner.
- K. On all submittals, a list is to be compiled of a description of replacement parts, indication of availability (same day, two day, one week or later delivery), and where parts are to be ordered from.
- L. Submittal data must be complete and acceptable before project is accepted.

#### 1.32 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Comply with requirements listed in Division 1 Section – OPERATION AND MAINTENANCE DATA and the following paragraphs.
- B. This Contractor shall prepare three loose-leaf, bound brochures, entitled "Mechanical Equipment Operation and Maintenance Data." Mark identification on both front and spine of each binder. Each binder shall be a heavy duty 3-ring, vinyl-covered binder with pocket folders for folded sheet information. Each binder cover and spline shall have the project name (as listed on the drawings), what is in the binder (i.e. HVAC ...). If more than one binder is provide the cover and spline shall be marked with "Volume ? of ?". Binders shall be properly indexed (thumb- tabbed). Information shall be filed under applicable specification section number.

- C. Each brochure shall contain the following information:
  - 1. Name and address of Consulting Engineer, Contractor, and index of equipment, including vendor (name and address).
  - 2. Complete brochures, descriptive data and parts list, etc., on each piece of equipment, including all approved shop drawings.
  - 3. Complete maintenance and operating instructions, prepared by the manufacturer, on each major piece of equipment.
  - 4. Complete shop drawing submittal on temperature controls including control diagrams updated to reflect "as-built" conditions.
  - 5. Final testing and balancing report.
- D. All brochures shall be submitted to the Architect/Engineer or his representative prior to final inspection of the building.
- E. In addition to hard copy, provide electronic pdf copy of manuals. Electronic pdf copy shall be bookmarked identical to above instructions for hard copy.

#### 1.33 OWNER INSTRUCTION

- A. Conduct a minimum of a full-day walk-through instruction seminar for the Owner's personnel to be involved in the continued operation and maintenance of mechanical equipment and systems.
- B. Engage factory-authorized service representatives for the following equipment to train Owner's maintenance personnel:
  - 1. Computer Room Air Conditioning Units
- C. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance. Review data in the operation and maintenance manuals.
- D. Explain the identification system, operational diagrams, emergency and alarm provisions, sequencing requirements, seasonal provisions, security, safety, efficiency and similar features of the systems.

#### 1.34 LINTELS:

- A. General: Provide lintels for penetration of HVAC systems through masonry walls if not provided elsewhere in these specifications. Lintels shall be type and size required to span the required openings.
- B. Lintels will not be required for openings 16 inches length or less.

#### 1.35 SYSTEM DESIGN WORKING PRESSURES

- A. Provide all piping system components (piping, fittings, valves, traps, strainers, etc.) in high pressure steam and condensate systems suitable for 150 psig minimum steam working pressure. Provide all piping system components (piping, fittings, valves, traps, strainers, etc.) in all other piping systems suitable for 125 psig minimum steam working pressure.

- B. In high pressure steam and condensate systems, provide piping, fittings, valves, traps, strainers, etc. rated for 300 psig minimum steam working pressure and 500 deg F. In chilled water systems, provide piping, fittings, valves, strainers, etc. rated for 250 psig minimum working pressure. All piping systems and components (piping, fittings, valves, traps, strainers, etc.) not meeting the previous criteria shall be suitable for 150 psig minimum steam working pressure.

1.36 PHASING OF THE WORK

- A. Work shall be done in phases. Perform work in designated areas at the times designated by the Contract Documents.

1.37 MAINTAINING EXISTING SERVICES

- A. Properly make all temporary connections that may be necessary to continue these services in a safe and substantial manner until the permanent services are activated. Upon completion, remove all temporary work, and completely restore all areas that may be affected.

1.38 INTERRUPTION OF EXISTING HVAC SERVICES

- A. In general, do not interrupt HVAC services to occupied areas of the building (both inside and outside construction area). If services must be interrupted (for making temporary connections, for changing over from existing to new, or for making new connections to existing systems, for example) then do such work at the times designated by the Owner.
- B. Schedule this work in advance with the Owner. Perform work on premium time if required to do so by the Owner.
- C. At any time the existing building services are interrupted, the Contractor shall work continuously until the permanent services are restored.

1.39 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site and building surrounding construction area during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work to minimize interference with the Owner's operations. Perform portions of work on premium time if required to do so by the Owner.

1.40 DEMOLITION

- A. Disconnect, demolish, and remove existing HVAC systems, equipment, and components indicated to be removed.
- B. Refrigerant:
  - 1. Remove refrigerant from HVAC equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
  - 2. Provide Statement of Refrigerant Recovery signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that

recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

- C. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- D. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
- E. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- F. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- G. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- H. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- I. Equipment to Be Removed and Salvaged: Disconnect and cap services and comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Protect items from damage during transport and storage.
  - 5. Salvage the following items:
- J. All other existing HVAC work (such as piping, ductwork, valves, etc.) shall become the property of the Contractor and shall be removed from the job site.
- K. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.
- L. Remove or relocate existing HVAC work that interferes with new work of any kind.
- M. The Drawings show existing work to the extent possible. However, all existing work may not be shown. Remove or relocate any existing work that interferes with new work even if it is not shown on the Drawings.
- N. Remove existing work that does not have to remain in service. Relocate existing work that has to remain in service, as required to avoid interference with new work.
- O. Remove or relocate existing electrical work that interferes with new HVAC work, if such work is not indicated to be removed or relocated on the Electrical Drawings. Remove work that does not have to remain in service. Relocate work that has to remain in service, as required to avoid interference with new work.
- P. Existing work serving the floors above or below shall remain in service.

1.41 PROVIDING AIRTIGHT SPACES

- A. In rooms where room walls extend above ceiling to the floor or roof above, caulk around all new and existing penetrations through walls, ceilings, floors and/or roofs to make completely airtight rooms. Seal penetrations both above and below suspended ceilings. Seal any openings left by removal of any existing or new work. Caulking used shall be the same type as specified in the Architectural Specifications.
- B. Patch around rough openings of penetrations to form a tight fit before caulking.

1.42 LICENSE REQUIRED

- A. Contractors installing HVAC work must be licensed by the Kentucky Board of Heating, Cooling and Ventilation Contractors. Submit proof of licensing.

PART 2 - PRODUCTS

2.1 FIRESTOPPING

- A. Provide seals for any opening through any walls, floors, or ceilings used as passage for mechanical components such as piping or ductwork.
- B. **General:** Provide manufacturer's standard fire-stopping sealant, with accessory materials, having fire-resistance ratings as established by testing identical assemblies per ASTM E 814 by Underwriters' Laboratories, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction. Sealant shall provide protection equal or exceeding the fire resistance rating of fire rated walls, partitions, ceilings or floors. Use two-part or one part sealants as required to meet required fire resistance ratings.
- C. **Foamed-In-Place Fire-Stopping Sealant:** Two-part, foamed-in-place, silicone sealant formulated for use in a through-penetration fire-stop system for filling openings around cables, conduit, pipes and similar penetrations through walls and floors.
- D. **One-Part Fire-Stopping Sealant:** One part elastomeric sealant formulated for use in a through-penetration fire-stop system for sealing openings around cables, conduit, pipes and similar penetrations through walls and floors.
- E. **Intumescent Fire-Stopping Sealant:** A one-part, acrylic sealant that expands when exposed to heat.
- F. **Firestop Compound:** Trowelable compound for large openings
- G. **Available Products:** Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:
- H. **Products:** Subject to compliance with requirements, provide one of the following:
  - 1. **Foamed-in-Place Fire-Stopping Sealant:**
    - a. "Dow Corning Fire Stop Foam"; Dow Corning Corp.
    - b. "Pensil 851"; General Electric Co.

2. One-Part Fire-Stopping Sealant:

- a. "Dow Corning Fire Stop Sealant"; Dow Corning Corp.
- b. "3M Fire Barrier Caulk CP-25"; Electrical Products Div./3M.
- c. "RTV 7403"; General Electric Co.
- d. "Fyre Putty"; Standard Oil Engineered Materials Co.
- e. "FS 601"; Hilti Inc.
- f. "FS 611A"; Intumescent Sealant; Hilti Inc.
- g. "FS 635"; Hilti Inc.

- I. Installation of Fire-Stopping Sealant: Install sealant, including forming, packing, and other accessory materials to fill openings around mechanical and electrical services penetrating floors and walls to provide fire-stops with fire resistance ratings indicated for floor or wall assembly in which penetration occurs. Comply with installation requirements established by testing and inspecting agency.
- J. Fire Barrier Penetration Seals for Plastic Pipe Penetrations Through Fire Rated Assemblies: One part, organic/inorganic, fire resistive elastomeric sheet with aluminum foil on one side. Seal must be able of passing ASTM E-814 (UL 1479) Standard Method of Fire Tests for Through Penetration Fire Stops up to required fire resistance. Seal must be UL Classified. When heat is applied sufficient to melt the plastic pipe, the seal shall swell enough to seal off the opening left by the pipe, preserving the fire rating of the fire rated assembly. Install in accordance with manufacturer's recommendations. Material shall be equal to 3M No. FS-195 wrap/strip. An intumescent sealant may be used for small diameter plastic pipe.

2.2 ACCESS UNITS

- A. General. The work of this article is limited to the provisions for access through other work for access to HVAC work, and does not include internal access provisions (within the HVAC work). In general and where possible, furnish or furnish-and-mount required access units in other trades' work prior to their work, so that cutting and patching for the subsequent installation of such access units will not be required. In occupied spaces, provide finished access units of the maximum concealment type, including locks where appropriate, and matching access units provided in the same expanse of finish (for non-HVAC access, if any).
- B. The scope of access units to be furnished or provided as HVAC work includes those units indicated on the mechanical drawings or specified in Division 23 sections, and those additional units required for adequate access to HVAC work and not shown or specified individually.
- C. Access Doors. Standard welded-steel construction, 16-gage frames and 14 gage door panels, 175 degree concealed spring hinges, rust-inhibitive prime coat, flush cam lock (for screw-driver operation where keyed lock is not required), recessed to receive applied finish where applicable (such as in concealed spline ceilings).
- D. Removable Access Plates. Where only hand access is sufficient, provide removable plate-type access unit, or minimum size which will facilitate the required access. Provide units of the type, style, design, material and finish appropriate for the location and exposure in each instance. In exposed surfaces of occupied spaces provide round plate units, flush floor units and frameless low-profile wall units, primed-for-paint in painted surfaces and polished chrome or stainless steel finish in other surfaces.
- E. Access Thru Fire Rated Walls or Ceilings. Where access doors or plates are required in fire rated partitions or ceilings, provide U.L. listed "B" Label doors or plates rated for 1-1/2 hours. Furnish doors with automatic closers and key operated latches that latch automatically when door closes.



2.3 FLASHING:

- A. General: Provide flashings from the following listing for each penetration of HVAC systems through roofs or waterproof membranes. Select appropriate flashing method for the type of roof used. Flashing shall be in accordance with roofing manufacturer's recommendations.
- B. Copper Flashing: Provide cold-rolled sheet copper, complying with ANSI/ASTM B 370, weighing 16 oz. per sq. ft. (0.0216" thick), except as otherwise indicated.
- C. Lead Flashing: Provide sheet lead complying with FS QQ-L-2201, Grade B; formed from common desilverized pig lead, complying with ANSI/ASTM B 29; weighing 4.0 lbs. per sq. ft., except as otherwise indicated.
- D. Bituminous Coating: FS TT-C-494, or MIL-C-18480, or SSPC-paint 12, cold-applied solvent-type bituminous mastic coating for application in dry film thickness of 15 mils per coat.
- E. Laminated Sheet Flashing: Bottom laminate of heavy-duty nonplasticized chlorinated polyethylene (CPE) synthetic elastomer, with top laminate of built-up roofing (BUR) sheet material; weighing 8 oz. per sq. ft.
- F. Manufacturer's Recommendations: Except as otherwise shown or specified, comply with recommendations and instructions of manufacturer of sheet metal being installed.
- G. Coat back side of lead flashings where in contact with concrete and other cementitious substrates, by painting surface in area of contact with heavy application of bituminous coating, or by other permanent separation as recommended by manufacturer of metal.
- H. On vertical surfaces, lap flashings minimum of 3".
- I. On vertical surfaces, for slopes of not less than 6" in 12", lap unsealed flashings minimum of 6".
- J. For embedment of metal flashing flanges in roofing or composition flashing or stripping, extend flanges minimum of 6" for embedment.

PART 3 - EXECUTION

3.1 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
  - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger in both directions than supported unit.
  - 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of the base.
  - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
  - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

7. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement as specified in Division 03 Section "Cast-in-Place Concrete."

- B. Housekeeping pads shall be coordinated with restraint vendor and sized to provide a minimum edge distance of ten (10) bolt diameters all around the outermost anchor bolt to allow development of full drill-in wedge anchor ratings. If cast-in anchors are to be used, the housekeeping pads shall be sized to accommodate the ACI requirements for bolt coverage and embedment.

### 3.2 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 05 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

### 3.3 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor HVAC materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

### 3.4 GROUTING

- A. Mix and install grout for HVAC equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 23 0000

SECTION 230548 - VIBRATION AND SEISMIC CONTROLS FOR HVAC

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 support.
9. Resilient pipe guides.
10. Air-spring isolators.
11. Restrained-air-spring isolators.
12. Elastomeric hangers.
13. Spring hangers.
14. Snubbers.
15. Restraints - rigid type.
16. Restraints - cable type.
17. Restraint accessories.
18. Post-installed concrete anchors.
19. Concrete inserts.
20. Vibration isolation equipment bases.
21. Restrained isolation roof-curb rails.

B. Related Requirements:

1. Section 210548 "Vibration and Seismic Controls for Fire-Suppression Piping and Equipment" for devices for fire-suppression equipment and systems.
2. Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment" for devices for plumbing equipment and systems.

1.2 DEFINITIONS

- A. Designated Seismic System: An HVAC component that requires design in accordance with ASCE/SEI 7, Ch. 13, and for which the Component Importance Factor is greater than 1.0.
- B. IBC: International Building Code.
- C. OSHPD: Office of Statewide Health Planning and Development (State of California).

1.3 ACTION SUBMITTALS

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

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
2. Include load rating for each wind-force-restraint fitting and assembly.
3. Annotate types and sizes of seismic restraints and accessories, complete with listing markings or report numbers and load rating in tension and compression as evaluated by an agency acceptable to authorities having jurisdiction.
4. Annotate to indicate application of each product submitted and compliance with requirements.
5. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.

B. Shop Drawings:

1. Detail fabrication and assembly of equipment bases.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated Design Submittals:

1. For each seismic-restraint device, including seismic-restrained mounting, pipe-riser resilient support, snubber, seismic restraint, seismic-restraint accessory, concrete anchor and insert, and restrained isolation roof-curb rail that is required by this Section or is indicated on Drawings, submit the following:
  - a. SeismicRestraint, and Vibration Isolation Base Selection: Select vibration isolators, seismicrestraints, and vibration isolation bases complying with performance requirements, design criteria, and analysis data.
  - b. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, spring deflection changes, and seismic loads. Include certification by professional engineer that riser system was examined for excessive stress and that none exists.
  - c. Concrete Anchors and Inserts: Include calculations showing anticipated seismic and wind loads. Include certification that device is approved by an NRTL for seismic reinforcement use.
  - d. Seismic Design Calculations: Submit all input data and loading calculations prepared under "Seismic Design Calculations" Paragraph in "Performance Requirements" Article.
  - e. Wind-Load Design Calculations: Submit all static and dynamic loading calculations prepared under "Wind-Load Design Calculations" Paragraph in "Performance Requirements" Article.
  - f. Qualified Professional Engineer: All designated-design submittals for seismic- calculations are to be signed and sealed by qualified professional engineer responsible for their preparation and registered in the state of Kentucky.
2. Seismic-Restraint Detail Drawing:
  - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
  - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
  - c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply also with requirements in other Sections for equipment mounted outdoors.
3. All delegated design submittals for seismic- and wind-restraint detail Drawings are to be signed and sealed by qualified professional engineer responsible for their preparation.

4. Product Listing, Preapproval, and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and basis for approval (tests or calculations).
5. Design Calculations for Vibration Isolation Devices: Calculate static and dynamic loading due to equipment weight and operating forces required to select proper vibration isolators, and to design vibration isolation bases.
6. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, and spring deflection changes. Include certification that riser system was examined for excessive stress and that none exists.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Show coordination of vibration isolation device installation and seismic bracing for HVAC piping and equipment with other systems and equipment in the vicinity, including other supports and restraints, if any.
- B. Qualification Data: For professional engineer and testing agency.
- C. Welding certificates.
- D. Air-Spring Isolator Performance Certification: Include natural frequency, load, and damping test data.
- E. Field quality-control reports.
- F. Seismic Qualification Data: Provide special certification for designated seismic systems as indicated in ASCE/SEI 7-05, ASCE/SEI 7-10, ASCE/SEI 7-16, Paragraph 13.2.2, "Special Certification Requirements for Designated Seismic Systems" for all Designated Seismic Systems identified as such on Drawings or in the Specifications.
  1. Provide equipment manufacturer's written certification for each designated active mechanical seismic device and system, stating that it will remain operable following the design earthquake. Certification must be based on requirements of ASCE/SEI 7 and AHRI 1270 (AHRI 1271), including shake table testing per ICC-ES AC156 or a similar nationally recognized testing standard procedure acceptable to authorities having jurisdiction or experience data as permitted by ASCE/SEI 7-05, ASCE/SEI 7-10, ASCE/SEI 7-16.
  2. Provide equipment manufacturer's written certification that components with hazardous contents maintain containment following the design earthquake by methods required in ASCE/SEI 7-05, ASCE/SEI 7-10, ASCE/SEI 7-16.
  3. Submit evidence demonstrating compliance with these requirements for approval to authorities having jurisdiction after review and acceptance by a licensed professional engineer.
  4. The following HVAC systems and components are Designated Seismic Systems and require written special certification of seismic qualification by manufacturer:
    - a. All new work.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air-spring isolators and restrained-air-spring isolators to include in operation and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Applicable Standards:
  - 1. The Kentucky Building Code.
  - 2. International Building Code.
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct testing indicated, be an NRTL as defined by OSHA in 29 CFR 1910.7, and be acceptable to authorities having jurisdiction.
- C. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-Restraint Device Load Ratings: Devices to be tested and rated in accordance with applicable code requirements and authorities having jurisdiction. Devices to be listed by a nationally recognized third party that requires periodic follow-up inspections and has a listing directory available to the public. Provide third-party listing by one or more of the following: an agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design seismic load control system.
  - 1. Seismic Performance: Equipment to withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7-05, ASCE/SEI 7-10, ASCE/SEI 7-16.
- B. Seismic Design Calculations:
  - 1. Perform calculations to obtain force information necessary to properly select seismic-restraint devices, fasteners, and anchorage. Perform calculations using methods acceptable to applicable code authorities and as presented in ASCE/SEI 7-05, ASCE/SEI 7-10, including supplement No. 1 ASCE/SEI 7-16. Where "ASCE/SEI 7" is used throughout this Section, it is to be understood that the edition referred to in this subparagraph is the edition intended as reference throughout the Section Text.
    - a. Data indicated below to be determined by Delegated Design Contractor must be obtained by Contractor and must be included in individual component submittal packages.
    - b. Coordinate seismic design calculations with wind-load calculations for equipment mounted outdoors. Comply with requirements in other Sections in addition to those in this Section for equipment mounted outdoors.
    - c. Building Occupancy Category: IV.
    - d. Building Risk Category: IV.
    - e. Building Site Classification: C.
  - 2. Calculation Factors, ASCE/SEI 7-16, Ch. 13 - Seismic Design Requirements for Nonstructural Components: All section, paragraph, equation, and table numbers refer to ASCE/SEI 7-16 unless otherwise noted.

- a. Horizontal Seismic Design Force  $F_p$ : Value is to be calculated by Delegated Design Contractor using Equation 13.3-1. Factors below must be obtained for this calculation:
- 1)  $S_{DS}$  = Spectral Acceleration: 0.15. Value applies to all components on Project.
  - 2)  $a_p$  = Component Amplification Factor: See Drawing Schedule for each component.
  - 3)  $I_p$  = Component Importance Factor: See Drawing Schedule for each component.
  - 4)  $W_p$  = Component Operating Weight: For each component. Obtain by Delegated Design Contractor from each component submittal.
  - 5)  $R_p$  = Component Response Modification Factor: See Drawing Schedule for each component.
  - 6)  $z$  = Height in Structure of Point of Attachment of Component for Base: Determine from Project Drawings for each component by Delegated Design Contractor. For items at or below the base, "z" to be taken as zero.
  - 7)  $h$  = Average Roof Height of Structure for Base: Determine from Project Drawings by Delegated Design Contractor.
- b. Vertical Seismic Design Force: Calculated by Delegated Design Contractor using method explained in ASCE/SEI 7-16, Paragraph 13.3.1.2.
- c. Seismic Relative Displacement  $D_{pi}$ : Calculate by Delegated Design Contractor using methods explained in ASCE/SEI 7-10, Paragraph 13.3.2. Factors below must be obtained for this calculation:
- 1)  $D_p$  = Relative Seismic Displacement that Each Component Must Be Designed to Accommodate: Calculate by Delegated Design Contractor in accordance with ASCE/SEI 7-10, Paragraph 13.3.2.
  - 2)  $I_e$  = Structure Importance Factor: 1.5. Value applies to all components on Project.
  - 3)  $\delta_{xA}$  = Deflection at Building Level x of Structure A: See Drawing Schedule for each component.
  - 4)  $\delta_{yA}$  = Deflection at Building Level y of Structure A: see Drawing Schedule for each component.
  - 5)  $\delta_{yB}$  = Deflection at Building Level y of Structure B: See Drawing Schedule for each component.
  - 6)  $h_x$  = Height of Level x to which Upper Connection Point Is Attached: Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
  - 7)  $h_y$  = Height of Level y to which Upper Connection Point Is Attached: Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
  - 8)  $\Delta_{aA}$  = Allowable Story Drift for Structure A: See Drawing Schedules for each component.
  - 9)  $\Delta_{aB}$  = Allowable Story Drift for Structure B: See Drawing Schedules for each component.
  - 10)  $h_{sx}$  = Story Height Used in the Definition of Allowable Drift  $\Delta_a$ : See Drawings Schedules for each component.
- d. Component Fundamental Period  $T_p$ : Calculated by Delegated Design Contractor using methods explained in ASCE/SEI 7-16, Paragraph 13.3.3. Factors below must be obtained for this calculation:
- 1)  $W_p$  = Component Operating Weight: Determined by Contractor from Project Drawings and manufacturer's data.
  - 2)  $g$  = Gravitational Acceleration: 32.17 fps<sup>2</sup> (9.81 m/s<sup>2</sup>).
  - 3)  $K_p$  = Combined Stiffness of Component, Supports, and Attachments: Determined by delegated design seismic engineer.

3. Calculation Factors, ASCE/SEI 7-10, Ch. 13 - Seismic Design Requirements for Nonstructural Components: All section, paragraph, equation, and table numbers refer to ASCE/SEI 7-10 unless otherwise noted.
  - a. Horizontal Seismic Design Force  $F_p$ : Calculated by Delegated Design Contractor by ASCE/SEI 7-10, Equation 13.3-1. Factors below must be obtained for this calculation:
    - 1)  $S_{DS}$  = Spectral Acceleration: 0.150. Value applies to all components on Project.
    - 2)  $a_p$  = Component Amplification Factor: See Drawing Schedule for each component.
    - 3)  $I_p$  = Component Importance Factor: See Drawing Schedule for each component.
    - 4)  $W_p$  = Component Operating Weight: For each component. Obtain by Delegated Design Contractor from equipment submittal.
    - 5)  $R_p$  = Component Response Modification Factor: See Drawing Schedule for each component.
    - 6)  $z$  = Height in Structure of Point of Attachment of Component for Base: Determined from Project Drawings for each component by Contractor. For items at or below the base, "z" to be taken as zero.
    - 7)  $h$  = Average Roof Height of Structure for Base: Determine from Project Drawings by Delegated Design Contractor.
  - b. Vertical Seismic Design Force: Calculate by Delegated Design Contractor using method explained in ASCE/SEI 7-10, Paragraph 13.3.1.
  - c. Seismic Relative Displacement  $D_{pi}$ : Calculate by Delegated Design Contractor using methods explained in ASCE/SEI 7-10, Paragraph 13.3.2. Factors below must be obtained for this calculation:
    - 1)  $D_p$  = Relative Seismic Displacement that Each Component Must Be Designed to Accommodate: Calculate by Delegated Design Contractor in accordance with ASCE/SEI 7-10, Paragraph 13.3.2.
    - 2)  $I_e$  = Structure Importance Factor: 1.5. Value applies to all components on Project.
    - 3)  $\delta_{xA}$  = Deflection at Building Level x of Structure A: See Drawing Schedule for each component.
    - 4)  $\delta_{yA}$  = Deflection at Building Level y of Structure A: see Drawing Schedule for each component.
    - 5)  $\delta_{yB}$  = Deflection at Building Level y of Structure B: See Drawing Schedule for each component.
    - 6)  $h_x$  = Height of Level x to which Upper Connection point Is Attached: Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data;
    - 7)  $h_y$  = Height of Level y to which Upper Connection Point Is Attached: Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
    - 8)  $\Delta_{aA}$  = Allowable Story Drift for Structure A: See Drawing Schedule for each component.
    - 9)  $\Delta_{aB}$  = Allowable Story Drift for Structure B: See Drawing Schedule for each component.
    - 10)  $h_{sx}$  = Story Height Used in the Definition of Allowable Drift  $\Delta_a$ : See Drawing Schedule for each component.
4. Calculation Factors, ASCE/SEI 7-05, Ch. 3 - Seismic Design Requirements for Nonstructural Components: All section, paragraph, equation, and table numbers refer to ASCE/SEI 7-05 unless otherwise noted.



- a. Horizontal Seismic Design Force  $F_p$ : Calculated by Delegated Design Contractor by ASCE/SEI 7-05, Equation 13.3-1. Factors below must be obtained for this calculation:
  - 1)  $S_{DS}$  = Spectral Acceleration: 0.15. Value applies to all components on Project.
  - 2)  $a_p$  = Component Amplification Factor: See Drawing Schedule for each component.
  - 3)  $I_p$  = Component Importance Factor: See Drawing Schedule for each component.
  - 4)  $W_p$  = Component Operating Weight: Obtain by Delegated Design Contractor for each component from component submittal.
  - 5)  $R_p$  = Component Response Modification Factor: See Drawing Schedule for each component.
  - 6)  $z$  = Height in Structure of Point of Attachment of Component for Base: Determine by Delegated Design Contractor for each component from Project Drawings. For items at or below the base, "z" to be taken as zero.
  - 7)  $h$  = Average Roof Height of Structure for Base: Determine by Delegated Design Contractor from Project Drawings.
- b. Vertical Seismic Design Force: Calculated by Delegated Design Contractor using method explained in ASCE/SEI 7-05, Paragraph 13.3.1.
- c. Seismic Relative Displacement  $D_p$ : Calculated by Delegated Design Contractor using methods explained in ASCE/SEI 7-05, Paragraph 13.3.2. Factors below must be obtained for this calculation:
  - 1)  $\delta_{xA}$  = Deflection at Building Level x of Structure A: See Drawing Schedule for each component.
  - 2)  $\delta_{yA}$  = Deflection at Building Level y of Structure A: See Drawing Schedule for each component.
  - 3)  $\delta_{yB}$  = Deflection at Building Level y of Structure B: See Drawing Schedule for each component.
  - 4)  $h_x$  = Height of Level x to which Upper Connection Point Is Attached: Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
  - 5)  $h_y$  = Height of Level y to which Upper Connection Point Is Attached: Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
  - 6)  $\Delta_{aA}$  = Allowable Story Drift for Structure A: See Drawing Schedule for each component.
  - 7)  $\Delta_{aB}$  = Allowable Story Drift for Structure B: See Drawing Schedule for each component.
  - 8)  $h_{sx}$  = Story Height Used in the Definition of Allowable Drift  $\Delta_a$ : See Drawing Schedule for each component.
- C. Consequential Damage: Provide additional seismic restraints for suspended HVAC components or anchorage of floor-, roof-, or wall-mounted HVAC components as indicated in ASCE/SEI 7-05 so that failure of a non-essential or essential HVAC component will not cause failure of any other essential architectural, mechanical, or electrical building component.
- D. Fire/Smoke Resistance: Seismic-restraint devices that are not constructed of ferrous metals must have a maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested by an NRTL in accordance with ASTM E84 or UL 723, and be so labeled.
- E. Component Supports:
  1. Load ratings, features, and applications of all reinforcement components must be based on testing standards of a nationally recognized testing agency.

2. All component support attachments must comply with force and displacement resistance requirements of ASCE 7-05 Section 13.6.

## 2.2 ELASTOMERIC ISOLATION PADS

### A. Elastomeric Isolation Pads:

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. Ace Mountings Co., Inc.
  - b. CADDY; brand of nVent Electrical plc.
  - c. California Dynamics Corporation.
  - d. Isolation Technology, Inc.
  - e. Kinetics Noise Control, Inc.
  - f. Korfund.
  - g. NOVIA; a division of Carpenter & Paterson.
  - h. VMC GROUP.
  - i. Vibration Eliminator Co., Inc.
  - j. Vibration Isolation.
  - k. Vibration Management Corp.
2. Source Limitations: Obtain elastomeric isolation pads from single manufacturer.
3. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
4. Size: Factory or field cut to match requirements of supported equipment.
5. Pad Material: Oil and water resistant with elastomeric properties. Neoprene rubber, silicone rubber, or other elastomeric material.
6. Surface Pattern: Smooth, ribbed, or waffle pattern.
7. Infused nonwoven cotton or synthetic fibers.
8. Load-bearing metal plates adhered to pads.
9. Sandwich-Core Material: Resilient and elastomeric.
  - a. Surface Pattern: Smooth, ribbed, or waffle pattern.
  - b. Infused nonwoven cotton or synthetic fibers.

## 2.3 ELASTOMERIC ISOLATION MOUNTS

### A. Double-Deflection, Elastomeric Isolation Mounts:

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. Ace Mountings Co., Inc.
  - b. CADDY; brand of nVent Electrical plc.
  - c. California Dynamics Corporation.
  - d. Isolation Technology, Inc.
  - e. Kinetics Noise Control, Inc.
  - f. Korfund.
  - g. NOVIA; a division of Carpenter & Paterson.
  - h. VMC GROUP.

- i. Vibration Eliminator Co., Inc.
  - j. Vibration Isolation.
  - k. Vibration Management Corp.
2. Source Limitations: Obtain double-deflection, elastomeric isolation mounts from single manufacturer.
  3. Mounting Plates:
    - a. Top Plate: Encapsulated steel load transfer top plates, factory drilled and threaded.
    - b. Baseplate: Encapsulated steel bottom plates with holes provided for anchoring to support structure.
  4. Elastomeric Material: Molded, oil- and water-resistant neoprene rubber, silicone rubber, or other elastomeric material.

## 2.4 RESTRAINED ELASTOMERIC ISOLATION MOUNTS

### A. Restrained Elastomeric Isolation Mounts:

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. Ace Mountings Co., Inc.
  - b. CADDY; brand of nVent Electrical plc.
  - c. California Dynamics Corporation.
  - d. Isolation Technology, Inc.
  - e. Kinetics Noise Control, Inc.
  - f. Korfund.
  - g. NOVIA; a division of Carpenter & Paterson.
  - h. VMC GROUP.
  - i. Vibration Eliminator Co., Inc.
  - j. Vibration Isolation.
  - k. Vibration Management Corp.
2. Source Limitations: Obtain restrained elastomeric isolation mounts from single manufacturer.
3. 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 THRUST LIMITS

- A. Thrust Limits: Combination coil spring and elastomeric insert with spring and insert in compression and with a load stop. Include rod and angle-iron brackets for attaching to equipment.
  1. Frame: Steel, fabricated for connection to threaded rods and to allow for a maximum of 30 degrees of angular 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 the 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.
7. Coil Spring: Factory set and field adjustable for a maximum of 1/4-inch (6-mm) movement at start and stop.

## 2.6 ELASTOMERIC HANGERS

### A. Elastomeric Mount in a Steel Frame with Upper and Lower Steel Hanger Rods:

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. Ace Mountings Co., Inc.
  - b. CADDY; brand of nVent Electrical plc.
  - c. California Dynamics Corporation.
  - d. Kinetics Noise Control, Inc.
  - e. NOVIA; a division of Carpenter & Paterson.
  - f. VMC GROUP.
  - g. Vibration Eliminator Co., Inc.
  - h. Vibration Isolation.
  - i. Vibration Management Corp.
2. Source Limitations: Obtain elastomeric hangers from a single manufacturer.
3. 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.
4. Damping Element: Molded, oil-resistant rubber, neoprene, or other elastomeric material with a projecting bushing for the underside opening preventing steel to steel contact.

## 2.7 SPRING HANGERS

### A. Combination Coil-Spring and Elastomeric-Insert Hanger with Spring and Insert in Compression:

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. Ace Mountings Co., Inc.
  - b. CADDY; brand of nVent Electrical plc.
  - c. California Dynamics Corporation.
  - d. Kinetics Noise Control, Inc.
  - e. NOVIA; a division of Carpenter & Paterson.
  - f. VMC GROUP.
  - g. Vibration Eliminator Co., Inc.
  - h. Vibration Isolation.
  - i. Vibration Management Corp.
2. Source Limitations: Obtain spring hangers from single manufacturer.
3. 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.

4. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
5. Minimum Additional Travel: 50 percent of the required deflection at rated load.
6. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
7. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
8. Elastomeric Element: Molded, oil-resistant rubber or neoprene. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
9. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.
10. Self-centering hanger-rod cap to ensure concentricity between hanger rod and support spring coil.

## 2.8 SNUBBERS

- 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. CADDY; brand of nVent Electrical plc.
  2. Kinetics Noise Control, Inc.
  3. VMC GROUP.
  4. Vibration Management Corp.
- B. Source Limitations: Obtain snubbers from single manufacturer.
- C. Description: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.
1. Post-Installed Concrete Anchor Bolts: Secure to concrete surface with post-installed concrete anchors. Anchors to be seismically prequalified in accordance with ACI 355.2 testing and designated in accordance with ACI 318-08 Appendix D for 2009 IBC.
  2. Preset Concrete Inserts: Seismically prequalified in accordance with ICC-ES AC446 testing.
  3. Anchors in Masonry: Design in accordance with TMS 402.
  4. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
  5. Resilient Cushion: Maximum 1/4-inch (6-mm) air gap, and minimum 1/4 inch (6 mm) thick.

## 2.9 RESTRAINTS - RIGID TYPE

- 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. CADDY; brand of nVent Electrical plc.
  2. California Dynamics Corporation.
  3. Cooper B-line; brand of Eaton, Electrical Sector.
  4. Hilti, Inc.
  5. Isolation Technology, Inc.
  6. TOLCO Incorporated.
  7. Unistrut; Atkore International.
  8. VMC GROUP.
- B. Source Limitations: Obtain rigid-type restraints from single manufacturer.

- C. Description: Shop- or field-fabricated bracing assembly made of AISI S110-07-S1 slotted steel channels, ANSI/ASTM A53/A53M steel pipe as per NFPA 13, or other rigid steel brace member. Includes 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.

#### 2.10 RESTRAINTS - CABLE TYPE

- 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. CADDY; brand of nVent Electrical plc.
  2. Cooper B-line; brand of Eaton, Electrical Sector.
  3. Gripple Inc.
  4. Loos & Co. Inc.
  5. VMC GROUP.
- B. Source Limitations: Obtain cable-type restraints from single manufacturer.
- C. Seismic-Restraint Cables: ASTM A1023/A1023M galvanized or ASTM A603 galvanized-steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for seismic-restraining cable service; with fittings attached by means of poured socket, swaged socket or mechanical (Flemish eye) loop.
- D. Restraint cable assembly with cable fittings must comply with ASCE/SEI 19. All cable fittings and complete cable assembly must maintain the minimum cable breaking force. U-shaped cable clips and wedge-type end fittings do not comply and are unacceptable.

#### 2.11 RESTRAINT ACCESSORIES

- 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. CADDY; brand of nVent Electrical plc.
  2. Cooper B-line; brand of Eaton, Electrical Sector.
  3. Hilti, Inc.
  4. Loos & Co. Inc.
  5. TOLCO Incorporated.
  6. Unistrut; Atkore International.
- B. Source Limitations: Obtain restraint accessories from single manufacturer.
- C. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod. Non-metallic stiffeners are unacceptable.
- D. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings.
- E. 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.

- F. 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.
- G. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

## 2.12 POST-INSTALLED CONCRETE ANCHORS

### A. Mechanical Anchor Bolts:

- 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. Cooper B-line; brand of Eaton, Electrical Sector.
  - b. Hilti, Inc.
  - c. Powers Fasteners.
  - d. Unistrut; Atkore International.
- 2. Source Limitations: Obtain mechanical anchor bolts from single manufacturer.
- 3. 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 for anchor and as tested according to ASTM E488/E488M.

### B. Adhesive Anchor Bolts:

- 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. Cooper B-line; brand of Eaton, Electrical Sector.
  - b. Hilti, Inc.
  - c. Powers Fasteners.
  - d. Unistrut; Atkore International.
- 2. Source Limitations: Obtain adhesive anchor bolts from single manufacturer.
- 3. Drilled-in and capsule anchor system containing PVC or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E488/E488M.

### C. Provide post-installed concrete anchors that have been prequalified for use in wind-load applications. Post-installed concrete anchors must comply with all requirements of ASCE/SEI 7-05, Ch. 13.

- 1. Prequalify post-installed anchors in concrete in accordance with ACI 355.2 or other approved qualification testing procedures.
- 2. Prequalify post-installed anchors in masonry in accordance with approved qualification procedures.

### D. Expansion-type anchor bolts are not permitted for equipment in excess of 10 hp (7.46 kW) that is not vibration isolated.

- 1. Undercut expansion anchors are permitted.

2.13 CONCRETE INSERTS

- 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. Cooper B-line: brand of Eaton, Electrical Sector.
  2. Hilti, Inc.
  3. Powers Fasteners.
  4. Unistrut: Atkore International.
- B. Source Limitations: Obtain concrete inserts from single manufacturer.
- C. Provide preset concrete inserts that are seismically prequalified in accordance with ICC-ES AC466 testing.
- D. Comply with ANSI/MSS SP-58.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 APPLICATIONS

- A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger-Rod Stiffeners: Install where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength is adequate to carry present and future static and seismic loads within specified loading limits.

3.3 INSTALLATION OF VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICES

- A. Provide vibration-control devices for systems and equipment where indicated in Equipment Schedules or Vibration-Control Devices Schedules, where indicated on Drawings, or where Specifications indicate they are to be installed on specific equipment and systems.
- B. Provide seismic-restraint devices for systems and equipment where indicated in Equipment Schedules or Seismic-Restraint Devices Schedules, where indicated on Drawings, where Specifications indicate they are to be installed on specific equipment and systems, and where required by applicable codes.



- C. Coordinate location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Section 033000 "Cast-in-Place Concrete."
- D. Installation of vibration isolators must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.
- E. Comply with requirements in Section 077200 "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.
- F. 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 (3.2 mm).
  - 3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.
- G. Piping Restraints:
  - 1. Comply with requirements in MSS SP-127.
  - 2. Space lateral supports a maximum of 40 feet (12 m) o.c., and longitudinal supports a maximum of 80 feet (24 m) o.c.
  - 3. Brace a change of direction longer than 12 feet (3.7 m).
- H. Ductwork Restraints:
  - 1. 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." ASCE/SEI 7.
  - 2. Space lateral supports a maximum of 40 feet (12 m) o.c., and longitudinal supports a maximum of 80 feet (24 m) o.c.
  - 3. Brace a change of direction longer than 12 feet (3.7 m).
  - 4. Select seismic-restraint devices with capacities adequate to carry static and seismic loads.
  - 5. Install cable restraints on ducts that are suspended with vibration isolators.
- I. Install seismic-restraint cables so they do not bend across edges of adjacent equipment or building structure.
- J. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.
- K. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- L. 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.
- M. 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.
- N. Mechanical Anchor Bolts:

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 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-Type Anchor Bolts: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors to be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive-Type Anchor Bolts: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless steel anchors for exterior applications.

#### 3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Provide flexible connections in piping systems where they cross structural seismic joints and other point where differential movement may occur. Provide adequate flexibility to accommodate differential movement as determined in accordance with ASCE/SEI 7. Comply with requirements in Section 232113 "Hydronic Piping" and Section 232116 "Hydronic Piping Specialties" for piping flexible connections.

#### 3.5 ADJUSTING

- A. Adjust isolators after 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.

#### 3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Tests and Inspections:
  1. Perform tests and inspections with the assistance of a factory-authorized service representative.
  2. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
  3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
  4. Test no fewer than four of each type and size of installed anchors and fasteners selected by Architect.
  5. Test to 90 percent of rated proof load of device.
  6. Measure isolator restraint clearance.
  7. Measure isolator deflection.
  8. Verify snubber minimum clearances.
- C. Remove and replace malfunctioning units and retest as specified above.

3.7 FIELD INSTRUCTION AND SUPERVISION:

- A. Manufacturer shall provide trained field supervision to insure proper installation and performance.
- B. Visit the project site before installation is begun and instruct installers in correct installation procedures for vibration isolation, seismic restraints and concrete pads.
- C. Observe installation of other work related to vibration isolation and seismic work, including concrete pad installation; and, after completion of other related work (but before equipment startup), shall furnish written report to Contractor and Engineer listing observed inadequacies for proper operation and performance of vibration isolation work. Report shall cover the following:
  - 1. Equipment installations (performed as work of other sections) on vibration isolators and seismic restraints.
  - 2. Piping connections including flexible connections.
  - 3. Ductwork connections including provisions for flexible connections.
  - 4. Passage of piping and ductwork which is to be isolated through walls and floors.
  - 5. Installation of isolators and seismic restraints on duct and piping systems.
- D. Do not start-up equipment until inadequacies have been corrected in manner acceptable to Vibration Isolator and Seismic Controls Manufacturer.

3.8 DEFLECTION MEASUREMENTS

- 1. Upon completion of vibration isolation work, prepare report showing measured equipment deflections for each major item of equipment as indicated.

3.9 VIBRATION ISOLATOR SCHEDULE

- A. Where not otherwise shown or specified in the contract documents, isolator type and deflection shall be according to manufacturer's guidelines.
- B. General: Except as otherwise indicated, apply the following types of vibration isolators at indicated locations or for indicated items of equipment. Selection is Installer's option where more than one type is indicated.
- C. Pad-Type Isolators: Install where the following equipment is indicated in noncritical locations:
  - 1. Absorption chillers.
  - 2. Hermetic centrifugal chillers.
  - 3. Cooling towers.
  - 4. Evaporative condensers.
  - 5. Package boilers.
  - 6. Close-couple pumps, of less than 5 H.P.
  - 7. Floor mounted air handling units.
  - 8. Vent sets.
  - 9. Utility sets.
  - 10. Sound traps in ductwork.
- D. Spring Isolators: Install where the following floor-mounted equipment is indicated:

1. Package boilers, in critical locations.
  2. Absorption chillers, in critical locations.
  3. Cooling towers.
  4. Evaporative-condenser.
  5. Closed-circuit coolers.
  6. Reciprocating chillers, in noncritical locations.
- E. Equipment Rails and Spring Isolators: Install where the following floor-mounted equipment is indicated:
1. Air-handling-units, 7-1/2 H.P. and larger.
  2. Utility sets.
  3. Vent sets.
  4. Axial flow fans, 7-1/2 H.P. and larger.
  5. Centrifugal fans, 7-1/2 H.P. and larger.
- F. Equipment Rails and Vertically-Restrained Spring Isolators: Install where the following equipment is indicated:
1. Open centrifugal chillers, in critical locations.
  2. Hermetic centrifugal chillers.
  3. Reciprocating chillers.
- G. Fabricated Equipment Base and Spring Isolators: Install where the following equipment is indicated:
1. Centrifugal fans.
  2. Axial fans.
  3. Reciprocating air compressor, in noncritical locations.
  4. Reciprocating refrigeration compressor, in noncritical locations.
  5. Close-coupled pumps, in critical locations.
  6. Utility sets, in critical locations.
  7. Vent sets, in critical locations.
  8. Air handling units, in critical locations.
  9. Centrifugal fans not exceeding 20 H.P., in critical locations.
- H. Fabricated Equipment Base and Vertically-Restrained-Spring Isolators: Install where the following equipment is indicated:
1. Package boilers, in critical locations.
  2. Hermetic centrifugal chillers, in critical locations.
  3. Open centrifugal chillers.
  4. Absorption chillers, in critical locations.
- I. Inertia Base Frame and Pad-Type Isolators: Install where the following equipment is indicated:
1. Base mounted pumps, 7-1/2 H.P. and larger.
  2. Internal combustion engines.
  3. Engine driven equipment.
- J. Inertia Base Frame and Spring Isolators: Install where the following equipment is indicated:
1. Close-coupled pumps, 7-1/2 H.P. and larger.
  2. Close-coupled pumps, of less than 7-1/2 H.P., in critical locations.
  3. Close-coupled pumps, 10 H.P. and larger.
  4. Base-mounted pumps.

5. Centrifugal fans, 20 H.P. and larger, in critical locations.
  6. Reciprocating air compressors.
  7. Reciprocating refrigeration compressors.
  8. Internal combustion engines.
  9. Engine driven equipment.
- K. Inertia Base Frame and Vertically-Restrained Spring Isolators: Install where the following equipment is indicated in critical locations:
1. Open centrifugal chillers.
  2. Reciprocating chillers.
- L. Roof Curb Isolators: Install where the following equipment is located on roof curbs over critical locations:
1. Air handling units.
  2. Rooftop air conditioning units.
  3. Fan or blower units, of more than 1.5 H.P.
- M. Isolation Hangers: Install where the following suspended equipment is indicated:
1. Package air-handling-units.
  2. Utility sets.
  3. Vent sets.
  4. Axial fans.
  5. Centrifugal fans.
- N. Isolate duct as follows:
1. Provide spring and neoprene hanger or floor spring mount on all duct discharge runs for a distance of 50' from the connected equipment. Spring deflection shall be a minimum of 0.75".
  2. Provide precompressed spring and neoprene hanger or floor spring mount on all duct runs having air velocity of 3000 fpm or more. Spring deflection shall be a minimum of 0.75".
  3. Provide precompressed spring and neoprene hanger or floor spring mount on sound traps in ductwork.
- O. Isolate piping as follows:
1. Horizontal pipe isolation: The first three pipe hangers in the main lines near the mechanical equipment shall be precompressed spring and neoprene type. Floor supported piping shall rest on spring type isolators. If piping is connected to equipment located in basements and hangs from ceilings under occupied spaces the first three hangers shall have ¾" deflection for pipe sizes up to and including 3", 1½" deflection for pipe sizes up to and including 6", and 2½" deflection thereafter.
  2. Riser isolation: Risers shall be suspended from spring and neoprene hangers or supported by floor spring isolators, all-directional acoustic pipe anchor, and pipe guide. Steel springs shall be a minimum of 0.75" except in those expansion locations where additional deflection is required to limit load changes to ±25% of the initial load. Submittals must include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on the building structure, spring deflection changes and seismic loads. Submittal data shall include certification that the riser system has been examined for excessive stresses and that none will exist in the proposed design.
- P. Riser Isolators: Install where the following risers pass through floors and roofs; provide support-type where riser support is required:

1. Pipe risers.
  - a. Pipe risers, within 50'-0" of connection with vibration- isolation-mounted equipment.
2. Pipe risers, in critical locations.
  - a. Pipe risers, 2" pipe size and larger, in critical locations.
3. Ductwork risers, in critical locations.
  - a. Ductwork risers, where air velocity is 3000 fpm or greater.
  - b. Ductwork risers, within 50'-0" of connection with vibration- isolation-mounted equipment.
4. Flexible Duct Connectors: Install at the following ductwork connections:
  - a. Connections with vibration-isolation-mounted air handling equipment.
  - b. Connections with fixed wall louvers for air intake and exhausts.
  - c. Where ductwork, 1.0 sq. ft. and greater, changes directions in critical locations.
5. Flexible Pipe Connectors: Install in piping systems at the following locations:
  - a. Connections, 3/4" pipe size and larger, with vibration- isolation-mounted equipment.

3.10 SEISMIC-RESTRAINT SCHEDULE

- A. All mechanical systems are to be seismically restrained. Equipment buried underground is excluded but entry of services through the foundation wall is included. Equipment referred to below is typical (equipment not listed is still included in this specification).

AC Units	Chillers	Fans (all types)
Air Terminal Units	Compressors	Tanks (all types)
Air Handling Units	Comp. Room Units	Heat Exchangers
Air Separators	Condensers	Condensing Units
Boilers	Piping	Cooling Towers
Pumps (all types)	Cabinet Heaters	Ductwork
Rooftop Units	Unit Heaters	Var. Freq. Drives
Water Heaters		

- B. Spacing for restraints shall be as follows, except where lesser spacing is required to limit anchorage loads:
1. Fuel oil piping transverse restraints must be at 20' maximum and longitudinal restraints at 40' maximum spacing. For all other piping systems, provide transverse restraints at 40' maximum spacing and longitudinal restraints at 80' maximum spacing.
  2. Ductwork transverse restraints shall occur at 30' intervals (or at both ends of the duct run if less than specified interval) and longitudinal restraints shall occur at 60' intervals (with at least one restraint per duct run).
- C. Transverse restraints shall be installed at each duct services turn and at each end of a duct run.
- D. Walls, including gypsum board non-bearing partitions, which have ducts running through them may replace a typical transverse brace. Provide channel framing around ducts and solid blocking between the duct and frame.

- E. Hold down clamps must be used to attach pipe to all trapeze members before applying restraints in a manner similar to clevis supports.
- F. Ductwork, where seismically restrained, must be reinforced. Reinforcement shall consist of an additional angle on top of the ductwork that is attached to the support hanger rods. Ductwork is to be attached to both upper angle and lower trapeze.
- G. Vibration Isolation Bases: Mount equipment on structural-steel bases or concrete inertia bases.
- H. Snubbers: Install the required number of seismic snubbers on each spring-mounted piece of equipment. Locate snubbers as close as possible to the vibration isolators and bolt to supporting structure.

END OF SECTION 230548

SECTION 23 0593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

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. Testing, Adjusting, and Balancing of Air Systems:
  - a. Constant-volume air systems – Computer Room Air Conditioners

1.3 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.
- G. UFAD: Underfloor air distribution.

1.4 ACTION SUBMITTALS

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 30 days of Contractor's Notice to Proceed, submit the Contract Documents review report, as specified in Part 3.
- C. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures, as specified in "Preparation" Article.



- D. System Readiness Checklists: Within 30 days of Contractor's Notice to Proceed, submit system readiness checklists, as specified in "Preparation" Article.
- E. Examination Report: Submit a summary report of the examination review required in "Examination" Article.
- F. Certified TAB reports.
- G. Sample report forms.
- H. Instrument calibration reports, to include the following:
  - 1. Instrument type and make.
  - 2. Serial number.
  - 3. Application.
  - 4. Dates of use.
  - 5. Dates of calibration.

#### 1.6 QUALITY ASSURANCE

- A. TAB Specialists Qualifications, Certified by AABC:
  - 1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.
  - 2. TAB Technician: Employee of the TAB specialist and certified by AABC.
  - 3. Test and Balance Engineer's Qualifications: A Professional Engineer (either on the installer's staff or and independent consultant), registered in the State in which the services are to be performed, and having at least 3-years of successful testing, adjusting, and balancing experience on projects with testing and balancing requirements similar to those required for this project.
- B. TAB Specialists Qualifications, Certified by NEBB or TABB:
  - 1. TAB Field Supervisor: Employee of the TAB specialist and certified by NEBB or TABB.
  - 2. TAB Technician: Employee of the TAB specialist and certified by NEBB or TABB.
- C. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."
- E. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

#### 1.7 FIELD CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TAB SPECIALISTS

- A. Subject to compliance with requirements, available TAB specialists that may be engaged include, but are not limited to, the following:
  - 1. Thermal Balance.
  - 2. EBCO

3.2 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, gauge 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 design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and underfloor air plenums used for HVAC to verify that they are properly separated from adjacent areas and sealed.
- F. Examine equipment performance data, including fan and pump curves.
  - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
  - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.

- J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine temporary and permanent strainers. Verify that temporary strainer screens used during system cleaning and flushing have been removed and permanent strainer baskets are installed and clean.
- L. Examine control valves for proper installation for their intended function of isolating, throttling, diverting, or mixing fluid flows.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine operating safety interlocks and controls on HVAC equipment.
- P. Examine control dampers for proper installation for their intended function of isolating, throttling, diverting, or mixing air flows.
- Q. 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.

### 3.3 PREPARATION

- A. Prepare a TAB plan that includes the following:
  - 1. Equipment and systems to be tested.
  - 2. Strategies and step-by-step procedures for balancing the systems.
  - 3. Instrumentation to be used.
  - 4. Sample forms with specific identification for all equipment.
- B. 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. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
    - b. Duct systems are complete with terminals installed.
    - c. Volume, smoke, and fire dampers are open and functional.
    - d. Clean filters are installed.
    - e. Fans are operating, free of vibration, and rotating in correct direction.
    - f. Variable-frequency controllers' startup is complete and safeties are verified.
    - g. Automatic temperature-control systems are operational.
    - h. Ceilings are installed.
    - i. Windows and doors are installed.
    - j. 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 in accordance with 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 gauge 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.

### 3.4 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system in accordance with the procedures contained in AABC's "National Standards for Total System Balance" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.
  1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
  3. Where holes for probes are required in piping or hydronic equipment, install pressure and temperature test plugs to seal systems.
  4. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish in accordance with 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.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

### 3.5 TESTING, ADJUSTING, AND BALANCING OF HVAC EQUIPMENT

- A. Test, adjust, and balance HVAC equipment indicated on Drawings, including, but not limited to, the following:
  1. Motors.
  2. Pumps.
  3. Fans and ventilators.
  4. Boilers.
  5. Furnaces.
  6. Unit heaters.
  7. Water chillers.
  8. Air-handling units.
  9. Fan coil units.

3.6 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' Record drawings 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.

3.7 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 main Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses close to the fan and prior to any outlets, to obtain total airflow.
    - c. Where duct conditions are unsuitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
  - 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 Contractor-prepared shop drawings and Record drawings 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 Construction Manager 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.
- D. Verify final system conditions.
1. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to design if necessary.
  2. Re-measure and confirm that total airflow is within design.
  3. Re-measure all final fan operating data, speed, volts, amps, and static profile.
  4. Mark all final settings.
  5. Test system in economizer mode. Verify proper operation and adjust if necessary.
  6. Measure and record all operating data.
  7. Record final fan-performance data.
- E. Where two CRAC Units serve the same duct for redundancy – measure and balance branch dampers for each unit (at separate times). Balance dampers to achieve as close to design flows as possible regardless of which unit is enabled.
- 3.8 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. If design value is less than 100 cfm (47 L/s), within 10 cfm (4.7 L/s).
  2. Air Outlets and Inlets: Plus or minus 10 percent. If design value is less than 100 cfm (47 L/s), within 10 cfm (4.7 L/s).
  3. Heating-Water Flow Rate: Plus or minus 5 percent. If design value is less than 10 gpm (0.63 L/s), within 10 percent.
  4. Chilled-Water Flow Rate: Plus or minus 5 percent. If design value is less than 10 gpm (0.63 L/s), within 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.9 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 performance forms, including the following:
    - a. Settings for outdoor-, return-, and exhaust-air dampers.
    - b. Conditions of filters.
    - c. Cooling coil, wet- and dry-bulb conditions.
    - d. Heating coil, dry-bulb conditions.
    - e. Face and bypass damper settings at coils.
    - f. Fan drive settings, including settings and percentage of maximum pitch diameter.
    - g. Settings for pressure controller(s).
    - h. Other system operating conditions that affect performance.
  16. Test conditions for pump performance forms, including the following:

- a. Variable-frequency controller settings for variable-flow hydronic systems.
  - b. Settings for pressure controller(s).
  - c. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
  2. Water and steam flow rates.
  3. Duct, outlet, and inlet sizes.
  4. Pipe and valve sizes and locations.
  5. Terminal units.
  6. Balancing stations.
  7. Position of balancing devices.
- E. 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 (mm), and bore.
    - h. Center-to-center dimensions of sheave and amount of adjustments in inches (mm).
  2. Motor Data:
    - a. Motor make, and frame type and size.
    - b. Horsepower and speed.
    - c. Volts, phase, and hertz.
    - d. Full-load amperage and service factor.
    - e. Sheave make, size in inches (mm), and bore.
    - f. Center-to-center dimensions of sheave and amount of adjustments in inches (mm).
    - g. Number, make, and size of belts.
  3. Test Data (Indicated and Actual Values):
    - a. Total airflow rate in cfm (L/s).
    - b. Total system static pressure in inches wg (Pa).
    - c. Fan speed.
    - d. Discharge static pressure in inches wg (Pa).
    - e. Suction static pressure in inches wg (Pa).
- F. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
1. Report Data:
    - a. System fan and air-handling-unit number.
    - b. Location and zone.



- c. Traverse air temperature in deg F (deg C).
  - d. Duct static pressure in inches wg (Pa).
  - e. Duct size in inches (mm).
  - f. Duct area in sq. ft. (sq. m).
  - g. Indicated airflow rate in cfm (L/s).
  - h. Indicated velocity in fpm (m/s).
  - i. Actual airflow rate in cfm (L/s).
  - j. Actual average velocity in fpm (m/s).
  - k. Barometric pressure in psig (Pa).
- G. 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 (L/s).
    - g. Water pressure differential in feet of head or psig (kPa).
    - h. Required net positive suction head in feet of head or psig (kPa).
    - i. Pump speed.
    - j. Impeller diameter in inches (mm).
    - 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.
    - p. Seal type.
  - 2. Test Data (Indicated and Actual Values):
    - a. Static head in feet of head or psig (kPa).
    - b. Pump shutoff pressure in feet of head or psig (kPa).
    - c. Actual impeller size in inches (mm).
    - d. Full-open flow rate in gpm (L/s).
    - e. Full-open pressure in feet of head or psig (kPa).
    - f. Final discharge pressure in feet of head or psig (kPa).
    - g. Final suction pressure in feet of head or psig (kPa).
    - h. Final total pressure in feet of head or psig (kPa).
    - i. Final water flow rate in gpm (L/s).
    - j. Voltage at each connection.
    - k. Amperage for each phase.
- H. Instrument Calibration Reports:
- 1. Report Data:
    - a. Instrument type and make.
    - b. Serial number.
    - c. Application.
    - d. Dates of use.

- e. Dates of calibration.

3.10 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 23 0593

## SECTION 23 0713 - DUCT INSULATION

### 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 insulating the following duct services:
  - 1. Indoor, concealed supply and outdoor air.
  - 2. Indoor, exposed supply and outdoor air.
  - 3. Indoor, concealed return located in unconditioned space.
  - 4. Indoor, exposed return located in unconditioned space.
  - 5. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
  - 6. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
- B. In duct systems requiring insulation, insulate the entire systems and all components in them (except fire dampers) including but not limited to ducts, fittings, heating coils, dampers, smoke dampers, sound traps, flow measuring stations, etc.
- C. Related Sections:
  - 1. Section 230719 "HVAC Piping Insulation."
  - 2. Section 233113 "Metal Ducts" for duct liners.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
  - 2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
  - 3. Detail application of field-applied jackets.
  - 4. Detail application at linkages of control devices.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.

- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- C. Field quality-control reports.

#### 1.5 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.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

#### 1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

#### 1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems. Insulation application may begin on segments that have satisfactory test results.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor 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. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type II for sheet materials.
- G. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CertainTeed Corp.; SoftTouch Duct Wrap.
    - b. Johns Manville; Microlite.
    - c. Knauf Insulation; Friendly Feel Duct Wrap.
    - d. Manson Insulation Inc.; Alley Wrap.
    - e. Owens Corning; SOFTR All-Service Duct Wrap.
- 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 with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CertainTeed Corp.; Commercial Board.
    - b. Fibrex Insulations Inc.; FBX.
    - c. Johns Manville; 800 Series Spin-Glas.
    - d. Knauf Insulation; Insulation Board.
    - e. Manson Insulation Inc.; AK Board.
    - f. Owens Corning; Fiberglas 700 Series.
- I. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied FSK jacket 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. (40 kg/cu. m) or more. Thermal conductivity (k-value) at 100 deg F (55 deg C) is 0.29 Btu x in./h x sq. ft.

x deg F (0.042 W/m x K) or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. CertainTeed Corp.; CrimpWrap.
- b. Johns Manville; MicroFlex.
- c. Knauf Insulation; Pipe and Tank Insulation.
- d. Manson Insulation Inc.; AK Flex.
- e. Owens Corning; Fiberglas Pipe and Tank Insulation.

J. Polyolefin: Unicellular, polyethylene thermal plastic insulation. Comply with ASTM C 534 or ASTM C 1427, Type I, Grade 1 for tubular materials and Type II, Grade 1 for sheet materials.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Armacell LLC; Tubolit.
- b. Nomaco Insulation; IMCOLOCK, IMCOSHEET, NOMALOCK, and NOMAPLY.

## 2.2 FIRE-RATED INSULATION SYSTEMS

A. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 2-hour fire rating by an NRTL acceptable to authorities having jurisdiction.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. CertainTeed Corp.; FlameChek.
- b. Johns Manville; Firetemp Wrap.
- c. Nelson Fire Stop Products; Nelson FSB Flameshield Blanket.
- d. Thermal Ceramics; FireMaster Duct Wrap.
- e. 3M; Fire Barrier Wrap Products.
- f. Unifrax Corporation; FyreWrap.

## 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.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Aeroflex USA, Inc.; AeroSeal.
- b. Armacell LLC; Armaflex 520 Adhesive.
- c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-75.
- d. K-Flex USA; R-373 Contact Adhesive.

2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127.
    - b. Eagle Bridges - Marathon Industries; 225.
    - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-60/85-70.
    - d. Mon-Eco Industries, Inc.; 22-25.
  2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
    - b. Eagle Bridges - Marathon Industries; 225.
    - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-50.
    - d. Mon-Eco Industries, Inc.; 22-25.
  2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- E. PVC Jacket Adhesive: Compatible with PVC jacket.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 739, Dow Silicone.
    - b. Johns Manville; ZestonPerma-Weld, CEEL-TITE Solvent Welding Adhesive.
    - c. P.I.C. Plastics, Inc.; Welding Adhesive.
    - d. Speedline Corporation; Polyco VP Adhesive.
  2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
    - b. Vimasco Corporation; 749.
  2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm (0.009 metric perm) at 43-mil (1.09-mm) dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
  4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
  5. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-10.
    - b. Eagle Bridges - Marathon Industries; 550.
    - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 46-50.
    - d. Mon-Eco Industries, Inc.; 55-50.
    - e. Vimasco Corporation; WC-1/WC-5.
  2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms (1.2 metric perms) at 0.0625-inch (1.6-mm) dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
  4. Solids Content: 60 percent by volume and 66 percent by weight.
  5. Color: White.

## 2.5 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:



- a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-50 AHV2.
  - b. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-36.
  - c. Vimasco Corporation; 713 and 714.
3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
  4. Service Temperature Range: 0 to plus 180 deg F (Minus 18 to plus 82 deg C).
  5. Color: White.

## 2.6 SEALANTS

### A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
  - b. Eagle Bridges - Marathon Industries; 405.
  - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 95-44.
  - d. Mon-Eco Industries, Inc.; 44-05.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
5. Color: Aluminum.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

### B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
5. Color: White.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

## 2.7 FACTORY-APPLIED JACKETS

### A. Comply with the following:

1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.8 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. Metal Jacket:
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Metal Jacketing Systems.
    - b. ITW Insulation Systems; Aluminum and Stainless Steel Jacketing.
    - c. RPR Products, Inc.; Insul-Mate.
  - 2. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005, Temper H-14.
    - a. Sheet and roll stock ready for shop or field sizing or Factory cut and rolled to size.
    - b. Finish and thickness are indicated in field-applied jacket schedules.
    - c. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper

2.9 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ABI, Ideal Tape Division; 491 AWF FSK.
    - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
    - c. Compac Corporation; 110 and 111.
    - d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
  - 2. Width: 3 inches (75 mm).
  - 3. Thickness: 6.5 mils (0.16 mm).
  - 4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
  - 5. Elongation: 2 percent.
  - 6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
  - 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- B. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ABI, Ideal Tape Division; 488 AWF.
    - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
    - c. Compac Corporation; 120.
    - d. Venture Tape; 3520 CW.
  - 2. Width: 2 inches (50 mm).

3. Thickness: 3.7 mils (0.093 mm).
4. Adhesion: 100 ounces force/inch (1.1 N/mm) in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch (6.2 N/mm) in width.

## 2.10 SECUREMENTS

### A. Bands:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. ITW Insulation Systems; Gerrard Strapping and Seals.
  - b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.
2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch (0.38 mm) thick, 3/4 inch (19 mm) wide with wing seal or closed seal.
3. Aluminum: ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch (0.51 mm) thick, 3/4 inch (19 mm) wide with wing seal or closed seal.

### B. Insulation Pins and Hangers:

1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- (2.6-mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
  - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.; CHP-1.
    - 2) GEMCO; Cupped Head Weld Pin.
    - 3) Midwest Fasteners, Inc.; Cupped Head.
    - 4) Nelson Stud Welding; CHP.
2. Self-Sticking-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. Comply with the following requirements:
  - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.; Tactoo Self-Adhering Insul-Hangers.
    - 2) GEMCO; Peel & Press.
    - 3) Midwest Fasteners, Inc.; Self Stick.
  - b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
  - c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch- (2.6-mm-) diameter shank, length to suit depth of insulation indicated.
  - d. Adhesive-backed base with a peel-off protective cover.

3. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.
  - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.; RC-150.
    - 2) GEMCO; R-150.
    - 3) Midwest Fasteners, Inc.; WA-150.
    - 4) Nelson Stud Welding; Speed Clips.
  - b. 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- (19-mm-) wide, stainless steel or Monel.
- D. Wire: 0.062-inch (1.6-mm) soft-annealed, stainless steel.

#### 2.11 CORNER ANGLES

- A. Aluminum Corner Angles: 0.040 inch (1.0 mm) thick, minimum 1 by 1 inch (25 by 25 mm), aluminum according to ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14.
- B. Stainless-Steel Corner Angles: 0.024 inch (0.61 mm) thick, minimum 1 by 1 inch (25 by 25 mm), stainless steel according to ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
  1. Verify that systems to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

#### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. For ducts mounted on trapeze hangers or channel supports, provide rigid foam type insulation inserts at hanger contact points to prevent crushing of insulation.
- B. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

- C. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- D. 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.
- E. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- F. Install multiple layers of insulation with longitudinal and end seams staggered.
- 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.
- 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- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches (100 mm) o.c.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches (38 mm). Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches (50 mm) 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.
- 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 (100 mm) beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

### 3.4 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 Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- C. 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 (50 mm).
1. Comply with requirements in Division 07 Section "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- D. 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 (50 mm).
  2. Seal penetrations through fire-rated assemblies. Comply with requirements in Division 07 Section "Penetration Firestopping."

### 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.

### 3.6 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 50 percent coverage of duct and plenum surfaces.
  2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
  3. Install 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 (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm)o.c.
    - b. On duct sides with dimensions larger than 18 inches (450 mm), place pins 16 inches (400 mm)o.c. each way, and 3 inches (75 mm) 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 (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) 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 (10 deg C) at 18-foot (5.5-m) 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 (75 mm).
  5. Overlap unfaced blankets a minimum of 2 inches (50 mm) on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches (450 mm) 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- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.
- B. Board and Pipe and Tank Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
  2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
  3. Install 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 (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm)o.c.
    - b. On duct sides with dimensions larger than 18 inches (450 mm), space pins 16 inches (400 mm)o.c. each way, and 3 inches (75 mm) 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 (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm)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 (10 deg C) at 18-foot (5.5-m) 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 (75 mm).
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- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

### 3.7 FIELD-APPLIED JACKET INSTALLATION

- A. Where metal jackets are indicated, install with 2-inch (50-mm) 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 (300 mm) o.c. and at end joints.

### 3.8 FIRE-RATED INSULATION SYSTEM INSTALLATION

- A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.
- B. Insulate duct access panels and doors to achieve same fire rating as duct.
- C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Division 07 Section "Penetration Firestopping."

### 3.9 DUCT INSULATION SCHEDULE, GENERAL

- A. Plenums and Ducts Requiring Insulation:
  1. Indoor, concealed supply and outdoor air.
  2. Indoor, exposed supply and outdoor air.
  3. Indoor, concealed, Type I, commercial, kitchen hood exhaust.
  4. Indoor, concealed oven and warewash exhaust.
  5. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
  6. Outdoor, exposed exhaust.
- B. Items Not Insulated:
  1. Factory-insulated flexible ducts.
  2. Factory-insulated plenums and casings.
  3. Flexible connectors.
  4. Vibration-control devices.
  5. Factory-insulated access panels and doors.



3.10 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

- A. Concealed, round, oval and rectangular supply-air, primary-air, outside-air, return-air and combustion-air duct insulation shall be the following:
  - 1. Mineral-Fiber Blanket: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- B. In tight spots (such as, at duct crossing points with piping or other ducts, or where ducts pass under deep joists) primary air and supply air duct insulation shall be either of the following:
  - 1. Flexible Elastomeric: 1/2 inch (13 mm) thick.
  - 2. Polyolefin: 1/2 inch (13 mm) thick.

END OF SECTION 23 0713

## SECTION 23 0719 - HVAC PIPING INSULATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes insulating the following HVAC piping systems:
  - 1. Condensate drain piping, indoors and outdoors.
  - 2. Refrigerant suction and hot-gas piping, indoors and outdoors.
  - 3. Heat-recovery piping, indoors and outdoors.
- B. Related Sections:
  - 1. Section 230713 "Duct Insulation."

### PART 2 - PRODUCTS

#### 2.1 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping 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.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Aeroflex USA, Inc.; Aerocel.
    - b. Armacell LLC; AP Armaflex.
    - c. K-Flex USA; Insul-Lock, Insul-Tube, and K-FLEX LS.
- G. Mineral-Fiber, Preformed Pipe Insulation:
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Fibrex Insulations Inc.; Coreplus 1200.

- b. Johns Manville; Micro-Lok.
  - c. Knauf Insulation; 1000-Degree Pipe Insulation.
  - d. Manson Insulation Inc.; Alley-K.
  - e. Owens Corning; Fiberglas Pipe Insulation.
2. Type I, 850 deg F (454 deg C) 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.
- H. Mineral-Fiber, Pipe Insulation Wicking System: Preformed pipe insulation complying with ASTM C 547, Type I, Grade A, with absorbent cloth factory-applied to the entire inside surface of preformed pipe insulation and extended through the longitudinal joint to outside surface of insulation under insulation jacket. Factory apply a white, polymer, vapor-retarder jacket with self-sealing adhesive tape seam and evaporation holes running continuously along the longitudinal seam, exposing the absorbent cloth.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Knauf Insulation; Permawick Pipe Insulation.
    - b. Owens Corning; VaporWick Pipe Insulation.
- I. Polyolefin: Unicellular, polyethylene thermal plastic insulation. Comply with ASTM C 534 or ASTM C 1427, Type I, Grade 1 for tubular materials and Type II, Grade 1 for sheet materials.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Armacell LLC; Tubolit.
    - b. Nomaco Insulation; IMCOLOCK, IMCOSHEET, NOMALOCK, and NOMAPLY.
- 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. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Aeroflex USA, Inc.; Aeroseal.
    - b. Armacell LLC; Armaflex 520 Adhesive.
    - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-75.
    - d. K-Flex USA; R-373 Contact Adhesive.
  2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127.
  - b. Eagle Bridges - Marathon Industries; 225.
  - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-60/85-70.
  - d. Mon-Eco Industries, Inc.; 22-25.
2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- 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.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
    - b. Eagle Bridges - Marathon Industries; 225.
    - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-50.
    - d. Mon-Eco Industries, Inc.; 22-25.
  2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

### 2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
    - b. Vimasco Corporation; 749.
  2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm (0.009 metric perm) at 43-mil (1.09-mm) dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
  4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
  5. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-10.
  - b. Eagle Bridges - Marathon Industries; 550.
  - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 46-50.
  - d. Mon-Eco Industries, Inc.; 55-50.
  - e. Vimasco Corporation; WC-1/WC-5.
2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms (1.2 metric perms) at 0.0625-inch (1.6-mm) dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
  4. Solids Content: 60 percent by volume and 66 percent by weight.
  5. Color: White.

#### 2.4 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-50 AHV2.
    - b. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-36.
    - c. Vimasco Corporation; 713 and 714.
  2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
  3. Service Temperature Range: 0 to plus 180 deg F (Minus 18 to plus 82 deg C).
  4. Color: White.

#### 2.5 SEALANTS

- A. Joint Sealants:
- B. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
  2. Materials shall be compatible with insulation materials, jackets, and substrates.
  3. Fire- and water-resistant, flexible, elastomeric sealant.
  4. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
  5. Color: White.

6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

## 2.6 FACTORY-APPLIED JACKETS

### A. Comply with the following:

1. 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. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.

## 2.7 FIELD-APPLIED JACKETS

### A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

### B. Metal Jacket:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Metal Jacketing Systems.
  - b. ITW Insulation Systems; Aluminum and Stainless Steel Jacketing.
  - c. RPR Products, Inc.; Insul-Mate.
2. Stainless-Steel Jacket: ASTM A 167 or ASTM A 240/A 240M.
  - a. Factory cut and rolled to size.
  - b. Material, finish, and thickness are indicated in field-applied jacket schedules.
  - c. Moisture Barrier for Outdoor Applications: 2.5-mil- (0.063-mm-) thick polysurlyn.
  - d. Factory-Fabricated Fitting Covers:
    - 1) Same material, finish, and thickness as jacket.
    - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
    - 3) Tee covers.
    - 4) Flange and union covers.
    - 5) End caps.
    - 6) Beveled collars.
    - 7) Valve covers.
    - 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

## 2.8 TAPES

### A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. ABI, Ideal Tape Division; 428 AWF ASJ.
  - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0836.
  - c. Compac Corporation; 104 and 105.
  - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
2. Width: 3 inches (75 mm).
  3. Thickness: 11.5 mils (0.29 mm).
  4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
  5. Elongation: 2 percent.
  6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
  7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

## 2.9 SECUREMENTS

### A. Bands:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. ITW Insulation Systems; Gerrard Strapping and Seals.
  - b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.
2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304; 0.015 inch (0.38 mm) thick, 3/4 inch (19 mm) wide with wing seal.

B. Staples: Outward-clinching insulation staples, nominal 3/4-inch- (19-mm-) wide, stainless steel or Monel.

C. Wire: 0.062-inch (1.6-mm) soft-annealed, stainless steel.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
  1. Verify that systems to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
  3. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Surface Preparation: Clean and prepare surfaces to be insulated. Before insulating, apply a corrosion coating to insulated surfaces as follows:
  1. Carbon Steel Chilled Water Piping: Coat carbon steel with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.

- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe 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. 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- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches (100 mm)o.c.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches (38 mm). 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 (50 mm)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 pipe flanges and fittings.
- 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 (100 mm) 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.
- 3.4 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: Install insulation continuously through penetrations of fire-rated walls and partitions.
1. Comply with requirements in Division 07 Section "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- C. Insulation Installation at Floor Penetrations:
1. Pipe: Install insulation continuously through floor penetrations.
  2. Seal penetrations through fire-rated assemblies. Comply with requirements in Division 07 Section "Penetration Firestopping."
- 3.5 GENERAL PIPE INSULATION INSTALLATION
- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
  2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.

3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
  4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
  5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
  6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
  7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
  8. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.
- C. 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.
- D. Install removable insulation covers for valves and strainers. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
  2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
  3. Construct removable valve and strainer insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
  4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches (50 mm) over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
- 3.6 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.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as pipe insulation when available.
2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

### 3.7 INSTALLATION OF MINERAL-FIBER 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 (150 mm) 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 (25 mm), and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

3.8 INSTALLATION OF POLYOLEFIN INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Seal split-tube 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 polyolefin 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 polyolefin 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.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install cut sections of polyolefin pipe and sheet insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties, and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.9 FIELD-APPLIED JACKET INSTALLATION

- A. Where metal jackets are indicated, install with 2-inch (50-mm) 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 (300 mm)o.c. and at end joints.

### 3.10 FINISHES

- A. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- B. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- C. Do not field paint aluminum or stainless-steel jackets.

### 3.11 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

### 3.12 INDOOR PIPING INSULATION SCHEDULE

- A. Condensate and Equipment Drain Water below 60 Deg F (16 Deg C):
  - 1. All Pipe Sizes: Insulation shall be any of the following:
    - a. Flexible Elastomeric: 3/4 inch (19 mm) thick.
    - b. Polyolefin: 3/4 inch (19 mm) thick.
- B. Refrigerant Suction and Hot-Gas Piping:
  - 1. All Pipe Sizes: Insulation shall be any of the following:
    - a. Flexible Elastomeric: 1 inch (25 mm) thick.
    - b. Polyolefin: 1 inch (25 mm) thick.
- C. Refrigerant Suction and Hot-Gas Flexible Tubing:
  - 1. All Pipe Sizes: Insulation shall be one of the following:
    - a. Flexible Elastomeric: 1 inch (25 mm) thick.
    - b. Polyolefin: 1 inch (25 mm) thick.
- D. Hot Service Drains and Vents:
  - 1. All Pipe Sizes: Insulation shall be the following:
    - a. Mineral-Fiber, Preformed Pipe, Type I or II: 1 inch (25 mm) thick.

### 3.13 OUTDOOR PIPING INSULATION SCHEDULE

- A. Refrigerant Suction and Hot-Gas Piping:
  - 1. All Pipe Sizes: Insulation shall be the following:
    - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches (50 mm) thick, with outdoor, field applied jacket.

B. Refrigerant Suction and Hot-Gas Flexible Tubing:

1. All Pipe Sizes: Insulation shall be one of the following:
  - a. Flexible Elastomeric: 2 inches (50 mm) thick.
  - b. Polyolefin: 2 inches (50 mm) thick.

3.14 OUTDOOR ABOVE GROUND, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
  1. Stainless Steel, Type 304, Smooth 2B Finish: 0.024 inch (0.61 mm) thick.

END OF SECTION 23 0719

## SECTION 23 2300 - REFRIGERANT PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Copper tube and fittings.
2. Steel pipe and fittings.
3. Valves and specialties.
4. Refrigerants.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For the following:

1. Solenoid valves.
2. Thermostatic expansion valves.
3. Hot-gas bypass valves.
4. Strainers.
5. Filter dryers.
6. Pressure-regulating valves.
7. Mufflers.

##### B. Product Data Submittals: For each product.

1. Submit data for each type of refrigerant piping, fitting, valve, piping specialty, and refrigerant.

##### C. Shop Drawings:

1. Show piping size and piping layout, including oil traps, double risers, specialties, and pipe and tube sizes to accommodate, as a minimum, equipment provided, elevation difference between compressor and evaporator, and length of piping to ensure proper operation and compliance with warranties of connected equipment.
2. Show interface and spatial relationships between piping and equipment.
3. Shop Drawing Scale: **1/4 inch equals 1 foot** (1:50).

#### 1.3 INFORMATIONAL SUBMITTALS

##### A. Welding Certificates: For each welder performing shop or field welding on Project.

##### B. Field Quality-Control Reports: For each field quality control test and inspection.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For refrigerant valves and piping specialties to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding, Brazing, and Fusing Qualifications."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store piping with end caps in place to ensure that piping interior and exterior are clean when installed.
- B. Prepare valves and specialties for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads and other end connections.
- C. Use the following precautions during storage:
  - 1. Maintain valve and specialty end protection.
  - 2. Store valves and specialties indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASHRAE 15.
- B. Comply with ASME B31.5.
- C. Test Pressure for Refrigerant R-407C:
  - 1. Suction Tubing for Refrigeration and Air-Conditioning Applications Other than Heat Pumps: 230 psig (1586 kPa).
  - 2. Suction Tubing for Heat-Pump Applications: 380 psig (2620 kPa).
  - 3. Hot-Gas and Tubing Lines: 380 psig (2620 kPa).

2.2 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B280, Type ACR.
- B. Wrought-Copper Fittings, Solder Joint: ASME B16.22.
- C. Wrought-Copper Fittings, Brazed Joint: ASME B16.50.



- D. Wrought-Copper Unions: ASME B16.22.
- E. Solder Filler Metals: ASTM B32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- F. Brazing Filler Metals: AWS A5.8M/A5.8.
- G. Flexible Connectors:
  - 1. Body: Tin-bronze bellows with woven, flexible, tinned-bronze-wire-reinforced protective jacket.
  - 2. End Connections: Socket ends.
  - 3. Offset Performance: Capable of minimum **3/4-inch** (20-mm) misalignment in minimum **7-inch-** (180-mm-) long assembly.
  - 4. Working Pressure Rating: Factory test at minimum **500 psig** (3450 kPa).
  - 5. Maximum Operating Temperature: **250 deg F** (121 deg C).
- H. Copper-Tube, Pressure-Seal-Joint Fittings for Refrigerant Piping:
  - 1. Standard: UL 207; certified by UL for field installation. Certification as a UL-recognized component alone is unacceptable.
  - 2. Housing: Copper.
  - 3. Tools: Manufacturer's approved special tools.
  - 4. Minimum Rated Pressure: **700 psig** (48 bar).

## 2.3 REFRIGERANTS

- A. R-407C, ASHRAE 34: Difluoromethane/Pentafluoroethane/1,1,1,2-Tetrafluoroethane.

## PART 3 - EXECUTION

### 3.1 PIPING APPLICATION SCHEDULES

- A. Refrigerant: R-407C
- B. Suction, Hot-Gas, and Liquid Tubing for Conventional Air-Conditioning (Cooling-Only) Applications, NPS 4 (DN 100) and Smaller: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with brazed joints.
- C. Safety-Relief-Valve Discharge Tubing for Conventional Air-Conditioning (Cooling-Only) Applications, Copper: Type ACR, drawn-temper tubing and wrought-copper fittings with brazed joints.

### 3.2 VALVE AND SPECIALTY APPLICATIONS

- A. Install diaphragm packless valves in suction and discharge lines of compressor.
- B. Install service valves for gauge taps at inlet and outlet of hot-gas bypass valves and strainers if they are not an integral part of valves and strainers.

- C. Install a check valve at the compressor discharge and a liquid accumulator at the compressor suction connection.
  - D. Except as otherwise indicated, install diaphragm packless valves on inlet and outlet side of filter dryers.
  - E. Install a full-size, three-valve bypass around filter dryers.
  - F. Install solenoid valves upstream from each expansion valve and hot-gas bypass valve. Install solenoid valves in horizontal lines with coil at top.
  - G. Install thermostatic expansion valves as close as possible to distributors on evaporators.
    - 1. Install valve so diaphragm case is warmer than bulb.
    - 2. Secure bulb to clean, straight, horizontal section of suction line using two bulb straps. Do not mount bulb in a trap or at bottom of the line.
    - 3. If external equalizer lines are required, make connection where it will reflect suction-line pressure at bulb location.
  - H. Install safety-relief valves where required by ASME Boiler and Pressure Vessel Code. Pipe safety-relief-valve discharge line to outside in accordance with ASHRAE 15.
  - I. Install moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.
  - J. Install strainers upstream from and adjacent to the following unless they are furnished as an integral assembly for the device being protected:
    - 1. Solenoid valves.
    - 2. Thermostatic expansion valves.
    - 3. Hot-gas bypass valves.
    - 4. Compressor.
  - K. Install filter dryers in liquid line between compressor and thermostatic expansion valve.
  - L. Install receivers sized to accommodate pump-down charge.
  - M. Install flexible connectors at compressors.
  - N. Provide refrigerant locking caps on refrigerant charging ports that are located outdoors unless otherwise protected from unauthorized access by a means acceptable to authority having jurisdiction.
- 3.3 INSTALLATION OF PIPING, GENERAL
- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.
  - B. Install refrigerant piping in accordance with ASHRAE 15.

- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. 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.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping adjacent to machines to allow service and maintenance.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Refer to Section 230923 "Direct Digital Control (DDC) System for HVAC" and Section 230993.11 "Sequence of Operations for HVAC DDC" for solenoid valve controllers, control wiring, and sequence of operation.
- K. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- L. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Section 083113 "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- M. Install refrigerant piping in protective conduit where installed belowground.
- N. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- O. Slope refrigerant piping as follows:
  - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
  - 2. Install horizontal suction lines with a uniform slope downward to compressor.
  - 3. Install traps and double risers to entrain oil in vertical runs.
  - 4. Liquid lines may be installed level.
- P. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- Q. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- R. Identify refrigerant piping and valves in accordance with Section 230553 "Identification for HVAC Piping and Equipment."
- S. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- T. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."

- U. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230518 "Escutcheons for HVAC Piping."

### 3.4 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: Construct joints in accordance with ASTM B828 or CDA's "Copper Tube Handbook."
- D. Brazed Joints: Construct joints in accordance with AWS BRH, "Brazing Handbook," Ch. 35, "Pipe and Tubing."
  - 1. Use Type BCuP (copper-phosphorus) alloy for joining copper socket fittings with copper pipe.
  - 2. Use Type BAg (cadmium-free silver) alloy for joining copper with bronze or steel.
- E. Threaded Joints: Thread steel pipe with tapered pipe threads in accordance with ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and to 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. Steel pipe can be threaded, but threaded joints must be seal brazed or seal welded.
- G. Welded Joints: Construct joints in accordance with AWS D10.12M/D10.12.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

### 3.5 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with Section 230529 "Hangers and Supports for HVAC Piping and Equipment" for hangers, supports, and anchor devices.
- B. Comply with requirements for seismic restraints in Section 230548 "Vibration and Seismic Controls for HVAC."
- C. Install the following pipe attachments:
  - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 ft. (6 m) long.
  - 2. Roller hangers and spring hangers for individual horizontal runs 20 ft. (6 m) or longer.
  - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 ft. (6 m) or longer, supported on a trapeze.
  - 4. Spring hangers to support vertical runs.
  - 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.

- D. Install hangers for copper tubing, with maximum horizontal spacing and minimum rod diameters, to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- E. Support horizontal piping within **12 inches** (300 mm) of each fitting.
- F. Support vertical runs of copper tubing to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

### 3.6 FIELD QUALITY CONTROL

#### A. Tests and Inspections:

- 1. Comply with ASME B31.5, Chapter VI.
- 2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
- 3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in "Performance Requirements" Article.
  - a. Fill system with nitrogen to the required test pressure.
  - b. System must maintain test pressure at the manifold gauge throughout duration of test.
  - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
  - d. Remake leaking joints using new materials, and retest until satisfactory results are achieved.

#### B. Prepare test and inspection reports.

### 3.7 SYSTEM CHARGING

#### A. Charge system using the following procedures:

- 1. Install core in filter dryers after leak test but before evacuation.
- 2. Evacuate entire refrigerant system with a vacuum pump to **500 micrometers** (67 Pa). If vacuum holds for 12 hours, system is ready for charging.
- 3. Break vacuum with refrigerant gas, allowing pressure to build up to **2 psig** (14 kPa).
- 4. Charge system with a new filter-dryer core in charging line.

### 3.8 ADJUSTING

- A. Adjust thermostatic expansion valve to obtain proper evaporator superheat.
- B. Adjust high- and low-pressure switch settings to avoid short cycling in response to fluctuating suction pressure.
- C. Adjust set-point temperature of air-conditioning or chilled-water controllers to the system design temperature.
- D. Perform the following adjustments before operating the refrigeration system, according to manufacturer's written instructions:

1. Open shutoff valves in condenser water circuit.
  2. Verify that compressor oil level is correct.
  3. Open compressor suction and discharge valves.
  4. Open refrigerant valves but not bypass valves that are used for other purposes.
  5. Check open compressor-motor alignment and verify lubrication for motors and bearings.
- E. Replace core of replaceable filter dryer after system has been adjusted and after design flow rates and pressures are established.

END OF SECTION 23 2300

## SECTION 23 3113 - METAL DUCTS

### 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. Single-wall rectangular ducts and fittings.
- 2. Single-wall round and flat-oval ducts and fittings.
- 3. Sheet metal materials.
- 4. Sealants and gaskets.
- 5. Hangers and supports.

- B. Install duct access doors where indicated in Specification Section "AIR DUCT ACCESSORIES".

- C. Install duct accessories (such as turning vanes, access doors, dampers, automatic control dampers, sound traps, grilles and diffusers, etc.) furnished under other sections of the Specification in duct system.

- D. Install stainless steel duct accessories in stainless steel duct systems. Provide stainless steel duct support systems (such as strap hangers, support plates, etc.).

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

- B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

- 1. Coordinate with the Seismic Restraints Supplier to determine Seismic Hazard Level and Seismic force to weight ratio.

- 2. See Specification 23 0548 Vibration and Seismic Controls for HVAC.

- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:

- 1. Liners and adhesives.
- 2. Sealants and gaskets.

3. Seismic-restraint devices.
- B. Samples: Submit the following samples of fittings for medium and/or high pressure duct:
1. Single wall round and oval duct 45 deg. laterals.
- C. Samples must be approved by the Engineer before shop drawings will be reviewed. Samples, if approved, will be delivered to the job site and used to evaluate duct and fittings delivered to the project site. All duct and fittings, whether round or oval, must equal or exceed the quality of the samples specifically submitted and approved. Duct and fittings that are not comparable in quality to the samples will be rejected and must be removed from the project site.
- D. Welding certificates.
- E. Field quality-control reports.
- 1.5 QUALITY ASSURANCE
- A. Provide round and oval duct and fittings by the same manufacturer.
- B. Combustion air duct sizing shown on the Drawings is for estimating purposes only. Combustion air duct sizing shall be as determined by Induced Draft Fan System Supplier's calculations.
- A. NFPA Compliance:
1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
  2. NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operations," Ch. 3, "Duct System," for range hood ducts, unless otherwise indicated.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
  2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
  3. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- E. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

## PART 2 - PRODUCTS

### 2.1 SINGLE-WALL 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 SINGLE-WALL ROUND AND FLAT-OVAL 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.
  - 1. Manufacturers: Subject to compliance with requirements, provide products from one of the following:
    - a. Eastern Sheet Metal
    - b. McGill AirFlow LLC.
    - c. SEMCO Incorporated.
  - 2. Provide round and oval duct and fittings by the same manufacturer.
- B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).
- C. 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 60 Inches (1524 mm) in Diameter: Flanged.
- D. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round 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."
  - 1. Fabricate round ducts larger than 90 inches (2286 mm) in diameter with butt-welded longitudinal seams.
  - 2. Fabricate flat-oval ducts larger than 72 inches (1830 mm) in width (major dimension) with butt-welded longitudinal seams.
- E. Fittings shall have continuously welded joints. There shall be no deformation of fitting shape because of branch takeoff connections.
- F. Do not use duct sealant on fittings.

- G. Coat welded joints with a protective paint, inside and out.
- H. Diverging Flow Fittings: Fabricate with a smooth entrance to branch taps with no excess material projecting from body into branch tap entrance, and no material from branch tap projecting into main body. Use metal thicknesses specified for longitudinal-seam straight ducts.
1. Use factory fabricated fittings for branch takeoffs. Do not use duct/tap (saddle tap) assemblies except where specifically shown on the Drawings.
  2. Do not use straight tees in medium or high pressure ductwork. Do not use conical tees in medium or high pressure ductwork unless specifically shown otherwise on the Drawings.
  3. Combination (heeled) tees may be used in place of 45 degree elbow and straight lateral combinations if the following criteria is met:
    - a. Pressure drop through the heeled tee does not exceed pressure drop through straight lateral and 45 degree elbow combination.
    - b. Branch duct depth is at least 2 inches less than main duct depth.
- I. Elbows: Fabricate in die-formed, or gored construction depending on size. Where size indicates gored construction, provide minimum number of gores according to the following table:
- |    | Elbow<br>Angle | Number<br>Of Gores |
|----|----------------|--------------------|
| 1. | 0-35°          | 2                  |
| 2. | 36-71°         | 3                  |
| 3. | 72-90°         | 5                  |
4. Fabricate bend radius of die-formed, gored, and pleated elbows one and one-half times elbow diameter unless specifically shown otherwise on the Drawings. Unless elbow construction type is indicated, fabricate elbows as follows:
  5. Use adjustable and pleated elbows only in ductwork with pressure classifications of 3 inches or less. Do not use in medium or high pressure ductwork.
  6. 90-Degree, Two-Piece, Mitered Elbows: Use only where specifically shown on the Drawings. Fabricate with single-thickness turning vanes.
- J. 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 FLEXIBLE DUCTS:

- A. Manufacturers: Subject to compliance with requirements, provide products from one of the following:
1. Clevepak Corporation, Clevaflex Division
  2. Flexmaster, USA, Inc.
  3. Hart & Cooley, Inc.
- B. Flexible ducts shall be a factory-fabricated assembly consisting of an all-aluminum flexible duct, insulation and an outer moisture barrier.
- C. Ducts shall be of single-ply aluminum, closely corrugated for strength, folded flat, and knurled to insure airtightness.

- D. A 1-1/2" thick insulating blanket of glass wool with a polyethylene moisture barrier shall encase the ducts.
  - E. Assembly shall have a flame spread of not over 25, a smoke developed rate of not over 50 and shall comply with U.L. Standard No. UL 181.
  - F. Ducts shall be suitable for use at up to 10 inches W.G. static pressure.
  - G. Flexible duct insulation may be omitted on flexible ducts in return and exhaust air systems.
- 2.4 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 (75 through 460 mm), to suit duct size.
- 2.5 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 (Z275).
    - 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. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
    - I. 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.
  - F. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).
- 2.6 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 (2500 Pa), 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).
- D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- 2.7 HANGERS AND SUPPORTS
- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- D. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.
- E. 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.
- F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- G. 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.
- 2.8 SEISMIC-RESTRAINT DEVICES
- A. Seismic restraints will be furnished under Specification Section " VIBRATION AND SEISMIC CONTROLS FOR HVAC".

## 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. Do not apply duct sealant to interior surfaces of ductwork.
- D. Do not install straight tees in medium or high pressure ductwork.
- E. Do not install conical tees in medium or high pressure ductwork except where specifically shown on the Drawings.
- F. Do not install pleated or adjustable elbows in medium or high pressure ductwork.
- G. Do not install mitered elbows without turning vanes in medium or high pressure ductwork. Do not install mitered elbows with turning vanes in medium or high pressure ductwork except where specifically shown on the Drawings.
- H. Do not install mitered elbows of any angle in rectangular ductwork except at points specifically shown on the Drawings. Use smooth radius elbows.
- I. Do not install mitered elbows, (with or without turning vanes) in return or exhaust duct systems except where specifically shown on the Drawings. Use 90° mitered elbows with turning vanes only in low pressure supply air ductwork.
- J. Where radius elbows with R/D ratio of 1.5 cannot be installed due to space limitations, use a radius elbow with an R/D of 1.0 or as specifically shown on the Drawings.
- K. Do not substitute a square elbow with turning vanes for a radius elbow.
- L. Where square elbows with turning vanes (in supply ductwork) are shown on the Drawings, use square elbows with turning vanes. Do not substitute a radius elbow for a square elbow with turning vanes.
- M. Where square elbows with turning vanes are shown on the Drawings in return or exhaust ductwork, provide minimum size 12"x12" access doors in bottom of elbows, upstream and downstream of turning vanes, for access to clean vanes.
- N. Where radius elbows with R/D ratios of other than 1.5 are shown on the Drawings, install radius elbows with the R/D ratio indicated on the Drawings.
- O. Install Combination (heeled) tees in medium or high pressure ductwork where specifically shown on the Drawings.
- P. Install round and flat-oval ducts in maximum practical lengths.
- Q. Install ducts with fewest possible joints.
- R. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- S. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

- T. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
  - U. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.
  - V. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
  - W. 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 (38 mm).
  - X. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Division 23 Section "Air Duct Accessories" for fire and smoke dampers.
  - Y. 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 (6 m) in horizontal ducts, and at every floor for vertical ducts. Locate access panel on top or sides of duct a minimum of 1-1/2 inches (38 mm) from bottom of duct.
  - C. Do not penetrate fire-rated assemblies except as allowed by applicable building codes and authorities having jurisdiction.
- 3.4 DISHWASHER EXHAUST DUCT, SPECIAL INSTALLATION REQUIREMENTS
- A. Continuously weld joints and seams. Arrange ductwork so that longitudinal joint is not at bottom of duct. Pitch ductwork down toward dishwasher. Provide drains at low points.

3.5 FLEXIBLE DUCTS, INSTALLATION REQUIREMENTS

- A. For any duct run using flexible ductwork, do not exceed 6'-0" extended length unless shown otherwise on the drawings.
- B. Minimum bend radius shall be 1-1/2 times the duct diameter.
- C. Flexible duct shall not have more than 90 deg. total deflection unless shown otherwise.

3.6 DUCT SEALING

- A. Seal ducts according to the "DUCT SEALING, TESTING AND LEAKAGE TABLES" at the end of this specification section.
- B. In round and oval ductwork with pressure classifications greater than 3 inches, apply duct sealant continuously over male end of slip joints before assembly. Wipe away any excess sealant protruding inside duct after assembly. Then fasten joint with sheet metal screws and coat entire joint, including screws, with sealant.
  - 1. At Installer's option, the "hardcast" tape and sealant system may be used to seal duct joints instead of the method specified in the paragraph above.
- C. Seal corners of rectangular ductwork completely with sealant, especially corners of "Ductmate" and other types of flanged joints. If holes at corners are too large to permit sealant, then remake joint.
- D. Seal top joints of rectangular ductwork. If ductwork is to be installed too close to building substrate to permit sealing these joints after installation, then seal joints before ductwork is raised into place.
- E. Do not apply duct sealant to interior surfaces of ductwork.
- F. Seal ducts before external insulation is applied.

3.7 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 (100 mm) thick.
  - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) 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 (Table 5-1M), "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 (610 mm) of each elbow and within 48 inches (1200 mm) 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 (5 m).
- F. Do not use strap hangers on oval ductwork. Use double trapeze type with top and bottom bracing.
- G. Do not penetrate duct wall with screws to attach hangers to medium and/or high pressure ductwork.
- H. 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.
- I. Do not use metal decking for suspension of ductwork and accessories. Hang items from top member of joist or provide additional structure to span between top members if needed.

### 3.8 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Division 23 Section "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.
- C. Make connections to grilles, registers and diffusers as detailed on the Drawings. Do not deviate from these details.
  - 1. Provide the boxes with turning vanes or mitered round elbows with turning vanes for supply diffusers. Make branch connections into the sides of these boxes as detailed.
  - 2. Provide full size sheet metal boxes over return and exhaust grilles and registers. Make the boxes the minimum height shown on the Drawings. If no minimum height is given, then the minimum height shall be 10 inches. Make branch connections into the sides of these boxes as detailed.
- D. Install volume dampers in branch ducts at the locations shown on the Drawings. Do not install the dampers at the branch duct connection points to the grilles and diffusers.
- E. Provide volume dampers behind register or diffuser faces only behind sidewall outlets, and only where specifically indicated on the Drawings.

### 3.9 PAINTING

- A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Division 09 painting Sections.

### 3.10 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Duct System Cleanliness Tests:
  - 1. Visually inspect duct system to ensure that no visible contaminants are present.
  - 2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."



- a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.
  - C. Duct system will be considered defective if it does not pass tests and inspections.
  - D. Prepare test and inspection reports.
- 3.11 START UP
- A. Air Balance: Comply with requirements in Division 23 Section "Testing, Adjusting, and Balancing for HVAC."
- 3.12 DUCT SCHEDULE
- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
  - B. Refer to " DUCT SEALING, TESTING AND LEAKAGE TABLES" for duct systems, seal class, leakage class and test pressures. Pressure classes shall be the same as the test pressures listed in the "TEST PRESSURE" Column.
- 1. Ducts Connected to Commercial Kitchen Hoods: Comply with NFPA 96.
    - a. Concealed: Carbon-steel sheet.
    - b. Welded seams and joints.
    - c. Pressure Class: Negative 6-inch wg (1500 Pa).
    - d. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.
    - e. SMACNA Leakage Class: 3.
  - 2. Ducts Connected to Dishwasher and Utensil Washer:
    - a. Type 304, stainless-steel sheet.
    - b. Exposed to View: No. 4 finish.
    - c. Concealed: No. 2D finish.
    - d. Welded seams and flanged joints with watertight EPDM gaskets.
    - e. Pressure Class: Negative 3-inch wg (750 Pa).
    - f. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.
    - g. SMACNA Leakage Class: 3.
  - 3. Ducts Outdoors:
    - a. Type 304, stainless-steel sheet, No. 4 finish.
    - b. Welded seams.
    - c. Pressure Class: Negative 3-inch wg (750 Pa).
    - d. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.
    - e. SMACNA Leakage Class: 3.
- DUCT SEALING, TESTING AND LEAKAGE TABLES

Ductwork in Conditioned Spaces

Duct System	Seal Class	Leakage Class	Test Pressure " W.G.	Allowable Leakage CFM/100SF
Supply air duct – Heat Pump Supply	C	12	1	12
Supply air duct - rectangular – Heat Pump Supply	C	24	1	24
Other supply air duct - round	B	6	3	12
Other supply air duct - rectangular	B	12	3	24
Combustion air duct - round	B	6	3	12
Exhaust duct - round	C	12	1	12
Exhaust duct - rectangular	C	24	1	24
Return and outside air duct - round	C	12	1	12
Return and outside air duct - rectangular	C	24	1	24
Combustion air ducts - round	B	6	3	12

Ductwork in Unconditioned Spaces and Outdoors

Duct System	Seal Class	Leakage Class	Test Pressure " W.G.	Allowable Leakage CFM/100SF
Primary air duct - round and oval	A	3	3	12
Primary air duct- rectangular	A	6	3	24
Supply air duct - round downstream of VAV unit	B	6	1	6
Supply air duct - rectangular - downstream of VAV unit	B	12	1	12
Other supply air duct - round	A	3	3	6
Other supply air duct - rectangular	A	6	3	12
Combustion air ducts - round	A	6	3	6
Exhaust duct - round	C	12	3	24
Exhaust duct - rectangular	C	24	3	48
Return and outside air duct - round	B	6	3	12
Return and outside air duct - rectangular	B	12	3	24
Combustion air ducts - round	B	6	3	12

END OF SECTION 23 3113

SECTION 23 8123.12 – LARGE CAPACITY, COMPUTER-ROOM AIR-CONDITIONERS, FLOOR-MOUNTED UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes floor-mounted, computer-room air conditioners of 7 tons (25 kW) and larger.

1.3 DEFINITIONS

- A. COP: Coefficient of performance.
- B. EER: Energy efficiency ratio.
- C. SCR: Silicon controlled rectifier.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include material descriptions, dimensions of individual components and profiles, and finishes for computer-room air-conditioning units.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For computer-room air conditioners.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, elevations, and other details, drawn to scale, using input from installers of the items involved.
- B. Seismic Qualification Data: Certificates, for computer-room air conditioners, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C.

D. Field quality-control reports.

E. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For computer-room air conditioners to include in emergency, operation, and maintenance manuals.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: One set(s) for each belt-driven fan.
2. Filters: One set(s) of filters for each unit.

#### 1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of computer-room air conditioners that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
2. Warranty Period for Humidifiers: Manufacturer's standard, but not less than three years from date of Substantial Completion.
3. Warranty Period for Control Boards: Manufacturer's standard, but not less than three years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Compu-Aire, Inc.
2. Liebert; Vertiv Holdings Co.
3. Stulz-ATS.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Seismic Performance: Computer-room air conditioners shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
- C. ASHRAE Compliance:
  - 1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
  - 2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 4 - "Outdoor Air Quality," Section 5 - "Systems and Equipment," Section 6 - "Ventilation Rate Procedures," and Section 7 - "Construction and Startup."
- D. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1.
- E. ASME Compliance: Fabricate and label water-cooled condenser shell to comply with ASME Boiler and Pressure Vessel Code: Section VIII, "Pressure Vessels," Division 1.

## 2.3 MANUFACTURED UNITS

- A. Description: Self-contained, factory assembled, prewired, and prepiped; consisting of cabinet, fan, filters, and controls; for vertical floor mounting in upflow or downflow configuration.
- B. Cabinet and Frame: Welded tubular-steel frame with removable single-thick steel panels and insulated with 1-inch- (25-mm-) thick duct liner.
- C. Supply-Air Fan:
  - 1. Plenum, single inlet, direct drive, electronically commutated, and variable speed.
- D. Refrigeration System:
  - 1. Compressor: Digital scroll, variable capacity with oil strainer, internal motor overload protection, resilient suspension system, and crankcase heater.
  - 2. Refrigeration Circuit:
    - a. Two independent circuits with hot-gas mufflers.
    - b. Low-pressure switch.
    - c. Manually reset, high-pressure switch.
    - d. Thermal-expansion valve with external equalizer.
    - e. Sight glass with moisture indicator.
    - f. Service shutoff valves.
    - g. Charging valves.
    - h. Hot-gas bypass.

- i. Refrigerant charge.
  3. Refrigerant: R-407C.
  4. Refrigerant Evaporator Coil: Direct-expansion coil of seamless copper tubes expanded into aluminum fins, with two circuits, each with solenoid valve.
  5. Remote Air-Cooled Refrigerant Condenser:
    - a. Integral, copper-tube aluminum-fin coil.
    - b. Condenser with surge protection device (SPD) and locking disconnect in the enclosed electrical panel section.
  6. Fan: Direct-drive, variable-speed propeller type.
  7. Split system shall have suction- and liquid-line compatible fittings and refrigerant piping for field interconnection.
- E. Electric-Resistance Reheat Coil:
1. Finned-tube electric elements with contactor and high-temperature-limit switches.
  2. SCR to proportionally control the reheat elements providing precise temperature control.
- F. Pre-Filter: 2-inch- (50-mm-) thick, disposable, pleated, glass-fiber media.
- G. Infrared Humidifier
1. Plumbing Components and Valve Bodies: Plastic, linked by flexible rubber hosing, with water fill with air gap and solenoid valve incorporating built-in strainer, pressure-reducing and flow-regulating orifice, and drain with integral air gap.
  2. Control: Fully modulating to provide gradual modulation from zero to 100 percent capacity with field-adjustable maximum capacity; with high-water probe.
  3. Drain Cycle: Field-adjustable drain duration and drain interval.
- H. Disconnect Switch: Locking disconnect with handle accessible with the door closed.
- I. Control System:
1. Microprocessor unit-mounted panel.
  2. Unit to have self-contained controls to control all aspects of unit and condensing unit: cooling, reheat, humidification, fans, etc.
  3. Unit control system to control both units in lead-standby configuration
  4. Units shall switch lead every week.
  5. Unit to have one wall mounted thermostat/humidistat and 2 rack-mounted temperature sensors as shown on the drawings
  6. Control transformer with circuit breaker.
  7. Solid-state temperature- and humidity-control modules.
  8. Smoke sensor.
  9. High-temperature thermostat.
  10. Sequential load activation, periodic hot-water-reheat coil flushing, and self-diagnostics.
  11. BAS Interface: Factory-installed hardware and software to enable the BAS to monitor, and display unit status and alarms.
    - a. ASHRAE 135 (BACnet) communication interface with the BAS shall enable the BAS operator to remotely control and monitor the unit from an operator workstation. Control

features and monitoring points displayed locally at unit control panel shall be available through the BAS.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for hydronic piping systems to verify actual locations of piping connections before equipment installation.
- C. Examine walls, floors, and roofs for suitable conditions where computer-room air conditioners will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Layout and install computer-room air conditioners and suspension system coordinated with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.
- B. Computer-Room Air-Conditioner Mounting: Install using elastomeric pads. Comply with requirements for vibration isolation devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."
- C. Air-Cooled Refrigerant Condenser Mounting: Install using elastomeric pads or restrained spring isolators on concrete base. Comply with requirements for vibration isolation devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."
- D. Install computer-room air conditioners level and plumb, maintaining manufacturer's recommended clearances.

#### 3.3 CONNECTIONS

- A. Piping installation requirements are specified in other heating, ventilating, and air-conditioning Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to computer-room air conditioners, allow space for service and maintenance.
- C. Water and Drainage Connections: Comply with applicable requirements in Section 221116 "Domestic Water Piping." Provide adequate connections for water-cooled units, condensate drain, and humidifier flushing system.
- D. Refrigerant Piping: Comply with applicable requirements in Section 232300 "Refrigerant Piping." Provide shutoff valves and piping.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Inspect for and remove shipping bolts, blocks, and tie-down straps.
  - 2. After installing computer-room air conditioners and after electrical circuitry has been energized, test for compliance with requirements.
  - 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.
- C. Computer-room air conditioners will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. After startup service and performance test, change filters and flush humidifier.

3.5 ADJUSTING

- A. Adjust initial temperature and humidity set points.
- B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- C. Occupancy Adjustments: When requested within 12 months of 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.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain computer-room air conditioners.

END OF SECTION 23 8123.12



DIVISION 26 – ELECTRICAL

SECTION 26 0000 – GENERAL ELECTRICAL PROVISIONS

PART 1 - GENERAL

1.1 REVIT

- A. The plans, sections and risers were made with REVIT. This program has some limitations on the types of devices, equipment and accessories... that can be shown. The contractor should review the specifications and details for the proper type of devices, equipment and accessories... because what is shown on the plans may be the "closest" available within the limitations of REVIT and not exactly what is required by the contract specifications and details.
- B. Mounting heights may have been modified to show elements on the correct floor plan for bidding. Coordinate with the architect and engineer if it is not clear.
- C. Components may be orientated for clarity. Actual components shall be orientated as required by specifications, service requirements or manufacturers recommendations.

1.2 GENERAL

- A. The General Conditions, Special Conditions, Supplemental Conditions, Instructions to Bidders, and other Contract Documents apply to this branch of the work as well as to the other branches.
- B. The Contractor shall familiarize himself with the work of all other trades, general type construction, and the relationship of his work to other sections. He shall examine all working drawings, specifications and conditions affecting his work. The Contractor shall visit the premises and thoroughly familiarize himself with all details of the work and working conditions, verify all dimensions in the field and advise the Engineer of any discrepancy before fabricating or performing any work.
- C. The work shall include complete testing of all equipment, conduit and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment.
- D. Perform any necessary temporary work during construction.
- E. Work under this section shall conform to governing codes, ordinances and regulations of the City, County and State.
- F. The Contractor shall be responsible for any errors in fabrication, for the correct fitting, installation and erection of the various electrical systems.

1.3 SCOPE

- A. Furnish and install all wiring devices and equipment, etc., unless otherwise indicated, for the complete electrical systems. It is the intent that the entire electrical work and all electrical systems shall be complete in every respect and that all outlets, receptacles, fixtures, motors, equipment, devices, etc., shown, noted, or required shall be completely connected from source of power to final connection, ready for satisfactory operation.
- B. Contractor shall be responsible for the relocation of existing luminaires, junction boxes, conduit, fire alarm devices, and power distribution equipment to accommodate new HVAC ductwork. Code required clearances and accessibility to existing bus duct mounted circuit breakers and junction boxes is to be maintained. All required relocations may not be shown on Drawings.
  - 1. Provisions for temporary power for telecommunications equipment.
    - a. Contractor to provide temporary power to all servers connected to bus duct to be relocated or reconfigured to accommodate new HVAC ductwork. Connect telecommunications racks fed by bus duct to be relocated to nearest available emergency power circuit for duration of work. Schedule planned switchover with Owner prior to execution.

1.4 ELECTRICAL MATERIALS

- A. It is the intent of these specifications that the conductive materials used in the manufacture of, but not limited to, the following types of equipment be of copper construction:
  - 1. Electrical Power Conductors and Cables (all voltages)

1.5 PROTECTION

- A. All work, equipment and materials shall be protected at all times. All conduit openings shall be closed with caps or plugs during construction. All equipment and accessories shall be tightly covered and protected against dirt, water or other injury during the period of construction.

1.6 AUTOMATIC TEMPERATURE AND ASSOCIATED SYSTEMS CONTROLS

- A. All wiring associated with the automatic temperature controls system and all associated conduit not specifically designated to be provided shall be included by others and specified under division of these specifications including motor starter interlock wiring.

1.7 EQUIPMENT FURNISHED BY OTHERS

- A. It shall be the responsibility of this Contractor to check voltage and current ratings of motors, relays, starters, switches, etc., of equipment furnished by others not connected under this section of the specifications. Nominal motor voltage ratings should be as follows:
  - 1. For connection to 480V system – NEMA 460 volts
  - 2. For connection to 208V system - NEMA 200 volts.
  - 3. For connection to 110V system - NEMA 115 volt.
- B. Motors not conforming to these ratings shall be called to the attention of the related subcontractor and the Owner/Architect.

1.8 EQUIPMENT INSTALLATION INSTRUCTIONS

- A. Install electrical conduit, wiring and equipment in strict accordance with manufacturer's recommendations. Provide equipment accessories necessary for proper operation or recommended by the manufacturer, even if such accessories are not shown on the drawings or mentioned in the specifications.

1.9 INSTALLATION OF EQUIPMENT

- A. All appliances, materials and equipment shall be installed and connected in accordance with the best engineering practice and in accordance with manufacturers' instructions and recommendations. All electrical connections, etc., recommended by the manufacturer or required for proper operation shall be furnished and installed complete.

1.10 EQUIPMENT CONNECTIONS

- A. Make connections to equipment furnished by others whenever such equipment is shown on any part of the drawings or mentioned in any section of the specifications.
- B. Verify equipment locations and the sizes, number, locations, and types of connections to be made before installation of any such equipment.

1.11 OPENINGS

- A. The Contractor under this Division shall be responsible for the openings he may require in floors, walls or ceilings of any type construction whether or not shown on the Drawings.

1.12 FIRE BARRIER PENETRATION SEALS:

- A. Provide seals for any opening through any walls, floors, or ceilings used as passage for electrical components such as conduit, cabling, etc.
- B. General: Provide manufacturer's standard fire-stopping sealant, with accessory materials, having fire-resistance ratings as established by testing identical assemblies per ASTM E 814 by Underwriters' Laboratories, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction. Sealant shall provide protection equal or exceeding the fire resistance rating of fire rated walls, partitions, ceilings or floors. Use two-part or one-part sealants as required to meet required fire resistance ratings.
- C. Foamed-In-Place Fire-Stopping Sealant: Two-part, foamed-in-place, silicone sealant formulated for use in a through-penetration fire-stop system for filling openings around cables, conduit, pipes and similar penetrations through walls and floors.
- D. One-Part Fire-Stopping Sealant: One-part elastomeric sealant formulated for use in a through-penetration fire-stop system for sealing openings around cables, conduit, pipes and similar penetrations through walls and floors.
- E. Available Products: Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:

- F. Products: Subject to compliance with requirements, provide one of the following:
1. Foamed-in-Place Fire-Stopping Sealant:
    - a. "Dow Corning Fire Stop Foam"; Dow Corning Corp.
    - b. "Pensil 851"; General Electric Co.
  2. One-Part Fire-Stopping Sealant:
    - a. "Dow Corning Fire Stop Sealant"; Dow Corning Corp.
    - b. "3M Fire Barrier Caulk CP-25"; Electrical Products Div./3M.
    - c. "RTV 7403"; General Electric Co.
    - d. "Fyre Putty"; Standard Oil Engineered Materials Co.
- G. Installation of Fire-Stopping Sealant: Install sealant, including forming, packing, and other accessory materials to fill openings around mechanical and electrical services penetrating floors and walls to provide fire-stops with fire resistance ratings indicated for floor or wall assembly in which penetration occurs. Comply with installation requirements established by testing and inspecting agency.
- 1.13 SINGULAR NUMBER
- A. In all cases where a device or piece of equipment is referred to in the singular number (such as a light fixture, etc.), it is intended that such reference shall apply to as many such items as are required to complete the installation.
- 1.14 CONNECTION TO EXISTING ELECTRICAL SYSTEMS
- A. The Contractor under this Division shall make all necessary electrical connections to all undisturbed existing electrical systems, as shown on the Drawings and/or required for their proper operation with the new system.
- 1.15 CATALOG DATA FOR THE OWNER
- A. The Contractor under this Division shall prepare three (3) loose-leaf, plastic bound brochures entitled "LFUCG Public Safety Operations Center Server Room Cooling Replacement, Bid Number: 8-2023 -- Electrical Operation and Maintenance Data."
- B. Each brochure shall contain the following information:
1. Name and address of Consulting Engineer, Contractor and index of equipment, including vendor (name and address).
  2. Complete brochures, descriptive data, etc., on each piece of equipment, including all reviewed and stamped shop drawings.
  3. Complete maintenance and operating instructions and parts list, prepared by the manufacturer, on each major piece of equipment.
  4. All wiring diagrams for equipment and systems and control schematics.
  5. All testing results.
- C. Brochures shall be provided with tabbed index and complete Table of Contents. The page after index of each tab shall contain a summary schedule listing checks and maintenance functions

required for each piece of equipment. The schedule shall be divided into daily, weekly, monthly and annual time frames as required.

- D. Brochures shall be submitted to the Architect /Engineer prior to final inspection of the building.

#### 1.16 PECIAL NOTE

- A. All openings in electrical equipment, enclosures, cabinets, outlet and junction boxes shall be by means of standard knockouts or shall be sawed or drilled. The use of a cutting torch is prohibited.

#### 1.17 EQUIPMENT IDENTIFICATION

- A. The Contractor for this Division shall furnish and install on all electrical equipment such as switches, starters, panelboards, etc., a nameplate giving its name and function.
- B. Nameplates shall be engraved bakelite (white letters on black background) and shall be equal to Seton Nameplate, C. H. Hanson or Identifications.

#### 1.18 MOTOR PROTECTION INFORMATION

- A. The Contractor for this Division shall provide the following information for each motor installed on this project, regardless of the supplying Contractor:
  - 1. Motor full load current
  - 2. Motor starter heater size - where applicable
  - 3. Fuse size
- B. This information shall be provided in tabulation form before final payment will be made to the Contractor.

#### 1.19 EQUIVALENT MATERIAL AND EQUIPMENT

- A. The material and equipment described herein have been specified according to particular trade names or makes; however, the Contractor may offer substitute material and equipment in lieu of that specified, provided such material and equipment meet all the requirements of those specified and are approved by the Architect. /Engineer. The manufacturer's warranty covering each item of substituted material or equipment shall be equal to the warranty covering the material or equipment specified.
- B. Where equipment is approved which requires different arrangement of connections from those shown, it shall be the responsibility of the Contractor to install the equipment to operate properly and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections.

#### 1.20 PERMITS, CODES AND APPROVALS

- A. Permits

1. All permits necessary for the complete Electrical systems shall be obtained by the Contractor for Division 26 from the authorities governing such work. The cost of all permits shall be borne by this Contractor.

B. Codes and Rules and Regulations

1. The minimum standard for all electrical work shall be the latest revision of the National Electrical Code. Whenever and wherever state and/or local laws and/or regulations require a higher standard than the current National Electrical Code, then these laws and/or regulations shall be followed.

C. Approvals

1. All work must be approved by the Engineer and the Owner before final payment will be made.

1.21 INSPECTIONS

- A. Electrical inspections will be performed throughout the course of construction by an electrical inspector from the State Fire Marshal's office. Upon project completion, and when wiring, equipment and fixtures have been installed, inspected and found to be in compliance with the National Electrical Code, the inspector will issue a certificate of compliance to the Owner. All costs incidental to the electrical inspection shall be borne by the Contractor for Division 26.
- B. The Contractor under this Division shall furnish electrical inspection by the inspection agency having jurisdiction. The Electrical Inspector shall be notified in writing immediately upon the start of the work and a copy of the notice shall be sent to the Engineer. All costs incidental to the electrical inspection shall be borne by the Contractor for Division 26.
- C. The inspection shall be scheduled for rough as well as finished work. The rough inspection shall be divided into as many inspections as may become necessary to cover all roughing-in. A punch list inspection shall be scheduled with a representative of the Engineer present. The punch list inspection shall be made with panelboard and junction box covers removed.
- D. Before final acceptance, the Contractor for Division 26 shall furnish a Certificate of Final Approval by the Electrical Inspector to the Engineer and the Owner.

1.22 UL LISTINGS

- A. Materials and appliances for the type for which there are Underwriters' Laboratories standard requirements listings and labels, shall have listing of Underwriters' Laboratories and shall be so labeled, or shall conform to their requirements, in which case certified statements to that effect shall be furnished by the manufacturer with a copy of an examination report by a recognized testing laboratory acceptable to the Engineer.

1.23 WORKMANSHIP

- A. Competent workmen shall be employed on all phases of the work. Poor workmanship will be rejected and will constitute cause for removal of the individual performing the work.

1.24 COOPERATION WITH OTHER CONTRACTORS

- A. Each Contractor shall demand and examine all Drawings and Specifications pertaining to the construction before installing the work described and shown under these Drawings and Specifications. Each Contractor shall cooperate with all other Contractors in locating piping, conduit, openings, chases and equipment in order to avoid conflict with any other Contractor's work. All work installed above a lay-in ceiling must be coordinated and installed so there is a minimum of 4 inches between the top of the ceiling grid and the bottom of the installation.
- B. If any discrepancies occur between the accompanying Drawings and these Specifications and Drawings and Specifications covering other Contracts, each Contractor shall report such discrepancies to the Engineer far enough in advance so that a workable solution can be presented. No extra payment will be allowed for relocation of piping, ductwork, conduit and equipment not installed in accordance with the above instructions, and which interferes with work and equipment of other Contractors.

1.25 MAINTAINING EXISTING FACILITIES

- A. The existing services to and within the building shall be maintained during the construction without interruption, except for short periods of time that may be required to make changeover connections. The Engineer shall be notified in advance and an agreement reached as to when the connections are to be made and the length of time the particular facility will be out of service.
- B. All temporary connections that may be necessary to continue these services shall be properly made and maintained in a safe and substantial manner until the permanent facilities are activated. Upon completion, remove all temporary work, and completely restore all areas that may be affected.
- C. At any time the existing building facilities are interrupted, the Contractor shall work continuously until the permanent services are restored. The Contractor shall pay for all premium time necessary to comply with these requirements.

1.26 GUARANTY CERTIFICATES

- A. Certificates of guaranty accompanying those items of mechanical and electrical equipment on which manufacturer's guarantees have been specified, or are normally provided, shall be completely executed by the Contractor and delivered to the Architect before completion of the work.

1.27 REMOVAL OF EXISTING EQUIPMENT AND SALVAGE

- A. The Contractor for this Division shall remove all exposed electrical equipment and materials that are not to be reused in the new electrical arrangement. The following shall remain the property of the Owner and shall be delivered to the Owner at locations as directed:
  - 1. Duct mounted smoke detectors
- B. All other equipment and materials shall become the property of the Contractor and shall be removed from the site.

1.28 CLEANING

- A. After the Engineer has completed examination, the Contractor shall remove all stickers, tags, etc., and shall thoroughly clean all equipment, fixtures and materials installed under his section of the work.
- B. Surplus material, rubbish and equipment resulting from the work shall be removed from the building and premises by the respective Contractors upon completion of the work in accordance with the General Conditions.

1.29 PAINTING

- A. All exposed conduit and equipment installed under this Division, where required, shall be thoroughly cleaned and readied for painting.
- B. Painting in new areas and in existing building areas shown to be remodeled on the Architectural Drawings will be done by the Contractor under Division 9.
- C. Painting in all other areas of the existing building which have been cut and patched under this Division shall be painted to match exactly the existing adjacent surfaces. Where a match cannot be made, the entire surface shall be repainted. All painting shall be performed in strict accordance with the Specifications in Division 9. All exposed electrical work in these areas shall also be painted to match adjacent surfaces.
- D. Do not paint Cables or Wires.

1.30 WORKMANSHIP

- A. Work shall be performed by mechanics skilled in their respective trades and shall present appearance typical of best trade practice. Work not installed in this manner shall be repaired, removed or replaced, or otherwise remedied as directed by the Engineer.

1.31 SUPERVISION

- A. The Contractor shall personally supervise the work or have a competent superintendent, satisfactory to the Engineer and Owner on the work at all times during progress with full authority to act.
- B. The Contractor shall lay out his work and be responsible for any necessary lines, levels, elevations and measurements. He must verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to do so. Work at the site of the project shall be observed by the Engineer or his representative.
- C. Final Inspection: At the time of final inspection of the work performed under this Contract, systems shall be complete in every respect and in perfect operating condition. Surplus materials of every character resulting from work of this section shall have been removed. Sanitary sewers shall be free from sand, silt or other obstructions. Any defect discovered in the utilities subsequent to this inspection shall have been corrected.



1.32 INTERPRETATIONS

- A. Wherever in these Specifications, the term "General Contractor" is used, it shall be understood to mean the Contractor engaged in the general construction portion of the work. Similarly, wherever the "Heating and Air Conditioning Contractor," "Plumbing Contractor," "Sprinkler Contractor," or "Contractor for Division 26" is mentioned as such, it shall be understood to refer to the Contractor engaged in that particular branch of the work.
  - 1. It shall also be clearly understood that all Contractors for all branches of the work shall cooperate with each other in the coordination of the construction.

1.33 WORKING DRAWINGS

- A. Scale of drawings is approximate. Do not scale the drawings to determine locations of electrical work. Exact locations, dimensions and elevations shall be governed by field conditions. Make field measurements of building before fabricating or installing equipment or materials.
- B. Drawings are based on physical dimensions of one or more manufacturer's equipment. Other approved equipment shall be of such dimensions that it can be readily installed in available space, leaving ample clearance for proper maintenance.
- C. Intent of drawings is to show systems and sizes. Drawings do not necessarily show all required offsets. Work shall be installed to conform with space limitations. Offsets, transitions, fittings, etc., shall be provided as part of the Contract where required to attain this objective.

1.34 ELECTRICAL DRAWINGS AND SPECIFICATIONS

- A. The Drawings and Specifications are intended to cover all work enumerated under the respective headings. The Drawings are diagrammatic only. The Contractor shall not take advantage of conflict or error between the Drawings and Specifications but shall request a clarification of such before making his proposal.

1.35 DISCREPANCIES

- A. If any discrepancies occur between the accompanying Drawings and these Specifications and Drawings and Specifications covering other Contracts, report such discrepancies to the Engineer far enough in advance so that a workable solution can be presented. No extra payment will be allowed for relocation of piping, ductwork, conduit and equipment not installed in accordance with the above instructions, and which interferes with work and equipment of other Contractors.

1.36 RESTORATION OF SURFACES

- A. The Contractor shall restore to their original conditions all paving, curbing, sidewalks, surfaces, drainage ditches, and structures, fences, shrubs, and other items damaged or removed by his operations. Replacement and repairs shall be in accordance with good construction practice and shall match material employed in the original construction of the item to be replaced.
- B. Unless otherwise noted in the Architectural specifications, this contractor shall seal, repair, and/or patch all openings and disturbances to the building surfaces resulting from the demolition and installation of

equipment. Repairs and patching shall match the existing surfaces and be in accordance with the Architectural specifications, where applicable. See paragraph above concerning painting for additional requirements.

1.37 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

1.38 SHOP DRAWINGS

- A. Equipment and material shop drawings, catalog sheets and descriptive data shall be submitted, each with a cover sheet first listing the project name, the Contractors, Engineer, and date of submittal. Next the section of the Specifications shall be listed stating the section for which the equipment is being proposed. Next, outline equipment showing compliances to the specification requirements, such as capacities, special accessories, options, model, sizes, etc. Reverse side of cover sheet shall be left for Contractors' stamps showing review and space for Engineers' review stamp. Catalog sheets shall be marked showing equipment proposed.
- B. Materials submitted without cover sheet or Contractor review stamp and without required information will be returned to the Contractor.
- C. No roughing-in, connections, etc., shall be done until acceptable shop drawings are in the hands of the Contractors. It shall be the responsibility of the Contractor to obtain acceptable shop drawings and to make connections, etc., in the neatest and most workmanlike manner possible.
- D. Submittal data must be complete for each piece of equipment. Partial or incomplete data will not be processed.

1.39 PHASING OF WORK

- A. The Contractor under this Division shall refer to Division 1, Section 01100, for a complete description of the schedule for phasing of work on this project.

1.40 STRUCTURAL RESPONSIBILITY

- A. The Contractor shall be responsible for properly shoring, bracing, supporting, etc., any existing and/or new construction to guard against cracking, settling, collapsing, displacing, or weakening. No structural member shall be cut or otherwise weakened in any manner without the written consent of the Engineer.
- B. Any damage occurring to the existing and/or new structures, due to failure to exercise proper precautions or due to action of the elements, shall be promptly and properly made good to the satisfaction of the Owner or Engineer, without cost to either the Owner or the Engineer.

1.41 HAZARDOUS MATERIALS

- A. Refer to Special Conditions, Section 00801.

1.42 ASBESTOS

- A. If during the course of his work the Contractor observes the existence of asbestos, or asbestos-bearing materials, the Contractor shall immediately terminate further work on the project and notify the Owner of the condition. The Owner will, after consultation with the Engineer, determine a further course of action.

1.43 OWNER INSTRUCTION

- A. Conduct a full-day walk-through instruction seminar for the Owner's personnel to be involved in the continued operation and maintenance of mechanical equipment and systems. Explain the identification system, operational diagrams, emergency and alarm provisions, sequencing requirements, seasonal provisions, security, safety, efficiency and similar features of the systems.
- B. All training shall be video recorded for future use by the Owner in training new personnel.

1.44 ACCESS UNITS

- A. General: The work of this article is limited to the provisions for access through other work for access to electrical work and does not include internal access provisions (within the electrical work). In general, and where possible, furnish or furnish-and-mount required access units in other trades' work prior to their work, so that cutting and patching for the subsequent installation of such access units will not be required. In occupied spaces, provide finished access units of the maximum concealment type, including locks where appropriate, and matching access units provided in the same expanse of finish (for non-mechanical access, if any).
- B. The scope of access units to be furnished or provided as electrical work includes those units indicated on the electrical drawings or specified in Division 26 sections, and those additional units required for adequate access to electrical work and not shown or specified individually.
- C. Access Doors: Standard welded-steel construction, 16-gage frames and 14 gage door panels, 175 degree concealed spring hinges, rust-inhibitive prime coat, flush cam lock (for screw-driver operation where keyed lock is not required), recessed to receive applied finish where applicable (such as in concealed spline ceilings).
- D. Removable Access Plates: Where only hand access is sufficient, provide removable plate-type access unit, or minimum size which will facilitate the required access. Provide units of the type, style, design, material and finish appropriate for the location and exposure in each instance. In exposed surfaces of occupied spaces provide round plate units, flush floor units and frameless low-profile wall units, primed-for-paint in painted surfaces and polished chrome or stainless-steel finish in other surfaces.
- E. Access Thru Fire Rated Walls or Ceilings: Where access doors or plates are required in fire rated partitions or ceilings, provide U.L. listed "B" Label doors or plates rated for 1-1/2 hours. Furnish doors with automatic closers and key operated latches that latch automatically when door closes.

1.45 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site and building surrounding construction area during the entire construction period. Cooperate with the Owner during construction operations to

minimize conflicts and facilitate Owner usage. Perform the Work to minimize interference with the Owner's operations. Perform portions of work on premium time if required to do so by the Owner.

1.46 PROVIDING AIRTIGHT SPACES

- A. In rooms where room walls extend above ceiling to the floor or roof above, caulk around all new and existing penetrations through walls, ceilings, floors and/or roofs to make completely airtight rooms. Seal penetrations both above and below suspended ceilings. Seal any openings left by removal of any existing or new work. Caulking used shall be the same type as specified in the Architectural Specifications.
- B. Patch around rough openings of penetrations to form a tight fit before caulking.

1.47 LINTELS:

- A. General: Provide lintels for penetration of electrical systems through masonry walls if not provided elsewhere in these specifications. Lintels shall be type and size required to span the required openings.
- B. Lintels will not be required for openings 16 inches length or less.

1.48 ELECTRICAL WORK IN EXISTING (RENOVATED) AREAS

- A. In existing areas where new work is shown, remove all existing exposed conduits, wiremold, surface and flush outlet boxes, wiring devices, fixtures, panels, etc., not required for new arrangement.
- B. Maintain and restore, if interrupted by removals or in path of new construction, all circuits, conduits and feeders passing through and serving undisturbed areas (shown or not shown).
- C. Install all new work as indicated. Flush outlet boxes may be reused if at proper height, location and in good condition. Existing concealed conduits may be reused if in good condition, circuitry shown on plans shall govern. All other materials removed shall be removed from the job site or turned over to the Owner.
- D. Where any existing outlet (electric, telephone, nurse call, TV, etc.) is noted or required to be removed, the Contractor under this Division shall connect conduit, pull in new conductors and reconnect as required for feed-thru of circuits to ensure all circuits downstream from removed outlets will remain operational.
- E. Before start of work, the Contractor shall check all existing devices, light fixtures and equipment that is noted or required to be reused, to satisfy himself that they are operating properly. Should any of the items not be operating, the Contractor shall report same to the Engineer and await his directions. Contractors not complying with the above will be responsible for providing operational items as his expense.
- F. Contractor shall make a complete survey of the existing building before bidding the project. Any conflicts between the plans and/or notes and existing conditions must be brought to the attention of the Engineer before bidding. If no questions and/or conflicts are brought to the attention of the Engineer, it will be assumed that the Contractor has completed the survey.

1.49 CIRCUIT HOME RUNS

- A. Home run circuits may not be consolidated into larger conduits without the express written approval of the Engineer.

PART 2 - PRODUCTS

2.1 Not Applicable

PART 3 - EXECUTION

3.1 Not Applicable

END OF SECTION 26 0000

## SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 REVIT

- A. The plans, sections and risers were made with REVIT. This program has some limitations on the types of fittings, taps, accessories... that can be show. The contractor should review the specifications and details for the proper type of fittings, taps, accessories... because what is shown on the plans may be the "closest" available within the limitations of REVIT and not exactly what is required by the contract specifications and details.
- B. Mounting heights may have been modified to show elements on the correct floor plan for bidding. Coordinate with the architect and engineer if it is not clear.
- C. Components may be orientated for clarity. Actual components shall be orientated as required by specifications, service requirements or manufacturers recommendations.
- D. All pathway installations required for Divisions 27 and 28 are to be installed by the Division 26 contractor.

#### 1.2 RELATED DOCUMENTS

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

#### 1.3 SUMMARY

- A. Section Includes:
  - 1. Electrical equipment coordination and installation.
  - 2. Sleeves for raceways and cables.
  - 3. Sleeve seals.
  - 4. Grout.
  - 5. Common electrical installation requirements.

#### 1.4 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.

#### 1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
  - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
  - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
  - 3. To allow right of way for piping and conduit installed at required slope.

4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

## PART 2 - PRODUCTS

### 2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
  1. Minimum Metal Thickness:
    - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
    - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

### 2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Advance Products & Systems, Inc.
    - b. Calpico, Inc.
    - c. Metraflex Co.
    - d. Pipeline Seal and Insulator, Inc.
  2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  3. Pressure Plates: Carbon steel. Include two for each sealing element.
  4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

### 2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

### PART 3 - EXECUTION

#### 3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

#### 3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- G. Seal space outside of sleeves with grout for penetrations of concrete and masonry
  - I. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- H. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.



3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

3.5 CONDUITS IN EXPOSED CEILING AREAS

- A. Where overhead conduits will be exposed in areas with no ceilings, conduits shall be installed parallel/perpendicular to the building structure. Conduits shall be concealed from view as much as practical behind structural members while maintaining accessibility. Conduits shall be grouped together in an organized fashion to minimize space occupied by conduits. Conduits shall be held tight to bottom of slab above to maximize vertical space below conduits. Conduits shall be concealed above adjacent soffits or accessible ceilings, where possible.

END OF SECTION 26 0500

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

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire.
2. Fire-alarm wire and cable.
3. Connectors and splices.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

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, provide products by one of the following:
  1. Belden Inc.
  2. General Cable; Prysmian Group North America.
  3. Southwire Company, LLC.
- C. Standards:
  1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  2. 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 B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- E. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.

2.2 FIRE-ALARM WIRE AND CABLE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Allied Wire & Cable Inc.
  2. PYROTENAX; brand of nVent Electrical plc.
  3. Prysmian Cables and Systems; Prysmian Group North America.
- B. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
- C. Signaling Line Circuits: Twisted, shielded pair, size as recommended by system manufacturer.
1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70, Article 760, Classification CI, for power-limited fire-alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a two-hour rating.
- D. Non-Power-Limited Circuits: Solid-copper conductors with 600 V rated, 75 deg C, color-coded insulation, and complying with requirements in UL 2196 for a two-hour rating.
1. Low-Voltage Circuits: No. 16 AWG, minimum, in pathway.
  2. Line-Voltage Circuits: No. 12 AWG, minimum, in pathway.

2.3 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, provide products by one of the following:
1. 3M Electrical Products.
  2. AFC Cable Systems; Atkore International.
  3. O-Z/Gedney; brand of Emerson Electric Co.. Automation Solutions. Appleton Group.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
1. Material: Copper.
  2. Type: Two hole with standard barrels.
  3. Termination: Crimp.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits:

1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
  - C. ASD Output Circuits Cable: Extra-flexible stranded for all sizes.
  - D. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.
- 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS
- A. Exposed Branch Circuits, Including in Crawlspace: **Type THHN/THWN-2, single conductors in raceway.**
  - B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: **Type THHN/THWN-2, single conductors in raceway.**
  - C. ASD Output Circuits: Type XHHW-2 in metal conduit.
- 3.3 INSTALLATION, GENERAL
- 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. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.
- 3.4 INSTALLATION OF FIRE-ALARM WIRE AND CABLE
- A. Comply with NFPA 72.
  - B. Wiring Method: Install wiring in metal pathway according to Section 270528.29 "Hangers and Supports for Communications Systems."
    1. Install plenum cable in environmental airspaces, including plenum ceilings.
    2. Fire-alarm circuits and equipment control wiring associated with fire-alarm system must be installed in a dedicated pathway system.

- a. Cables and pathways used for fire-alarm circuits, and equipment control wiring associated with fire-alarm system, may not contain any other wire or cable.
3. Signaling Line Circuits: Power-limited fire-alarm cables must not be installed in the same cable or pathway as signaling line circuits.
  - C. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with fire-alarm system to terminal blocks. Mark each terminal according to system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
  - D. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes; cabinets; or equipment enclosures where circuit connections are made.
  - E. Color-Coding: Color-code fire-alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and another for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire-alarm system junction boxes and covers red.
  - F. Risers: Install at least two vertical cable risers to serve the fire-alarm system. Separate risers in close proximity to each other with a minimum one-hour-rated wall, so the loss of one riser does not prevent receipt or transmission of signals from other floors or zones.
  - G. Wiring to Remote Alarm Transmitting Device: 1 inch (25 mm) conduit between the fire-alarm control panel and the transmitter. Install number of conductors and electrical supervision for connecting wiring as needed to suit monitoring function.

### 3.5 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.

### 3.6 IDENTIFICATION

- A. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### 3.7 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  1. After installing conductors and cables and before electrical circuitry has been energized, test conductors feeding the following critical equipment and services for compliance with requirements:
    - a. CRAC Units
    - b. Condensing Units.

2. Perform each of the following visual and electrical tests:
  - a. Inspect compression-applied connectors for correct cable match and indentation.
  - b. Inspect for correct identification.
  - c. Inspect cable jacket and condition.
  - d. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
  - e. Continuity test on each conductor and cable.
  - f. Uniform resistance of parallel conductors.
- B. Cables will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports to record the following:
  1. Procedures used.
  2. Results that comply with requirements.
  3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 26 0519

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

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

#### 1.2 ACTION SUBMITTALS

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

### 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. Bare Copper Conductors:
  - 1. Stranded Conductors: ASTM B8.

#### 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. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- C. Conduit Hubs: Mechanical type, terminal with threaded hub.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Grounding Conductors: Green-colored insulation with continuous yellow stripe.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Lighting circuits.
  - 2. Three-phase motor and appliance branch circuits.
  - 3. Flexible raceway runs.
  - 4. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

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 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.
- C. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  - 2. Make connections with clean, bare metal at points of contact.
  - 3. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
  - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
  - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

END OF SECTION 26 0526



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

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Support, anchorage, and attachment components.
  2. Fabricated metal equipment support assemblies.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Slotted support systems, hardware, and accessories.
    - b. Clamps.
    - c. Hangers.
    - d. Fasteners.
    - e. Anchors.
  2. Include rated capacities and furnished specialties and accessories.
- B. Delegated Design Submittal: For hangers and supports for electrical systems.
1. Include design calculations and details of hangers.
  2. Include design calculations for seismic restraints.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified structural professional engineer to design hanger and support system.
- B. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame Rating: Class 1.
  2. Self-extinguishing according to ASTM D635.

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 inch (200 mm) on center in at least one surface.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit; Atkore International.
    - b. CADDY; brand of nVent Electrical plc.
    - c. Unistrut; 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.
- 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 must have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.
- D. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. 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.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Cooper B-line; brand of Eaton, Electrical Sector.
      - 2) Hilti, Inc.
      - 3) ITW Ramset/Red Head; Illinois Tool Works, Inc.
  2. 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.
  3. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325 (Grade A325M).
  5. Toggle Bolts: All steel springhead type.
  6. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 SELECTION

- A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  - 1. NECA NEIS 101
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceway and Boxes for Electrical Systems."
- C. Provide seismic controls with hangers and supports in accordance with requirements specified in "Section 260548.16 "Seismic Controls for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT and ERMC as required by NFPA 70. Minimum rod size must be 1/4 inch (6 mm) in diameter.
- E. 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 INSTALLATION OF SUPPORTS

- A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA NEIS 1, EMT may be supported by openings through structure members, in accordance with NFPA 70.
- C. 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 Existing Concrete: Expansion anchor fasteners.
  - 2. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
  - 3. To Light Steel: Sheet metal screws.
  - 4. 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.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

END OF SECTION 26 0529

## SECTION 26 0533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Type EMT-S raceways and elbows.
2. Type ERMC-S raceways, elbows, couplings, and nipples.
3. Type FMC-S and Type FMC-A raceways.
4. Type LFMC raceways.
5. Fittings for conduit, tubing, and cable.
6. Threaded metal joint compound.
7. Cabinets, cutout boxes, junction boxes, pull boxes, and miscellaneous enclosures.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For the following:

1. Wireways and auxiliary gutters.
2. Surface metal raceways.
3. Surface nonmetallic raceways.

### PART 2 - PRODUCTS

#### 2.1 TYPE EMT-S RACEWAYS AND ELBOWS

##### A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 797 and UL Category Control Number FJMX.

##### B. Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. Material: Steel.
2. Options:
  - a. Exterior Coating: Zinc.
  - b. Interior Coating: Zinc with organic top coating.
  - c. Minimum Trade Size: Metric designator 21 (trade size 3/4).
  - d. Colors: As indicated on Drawings.

#### 2.2 TYPE ERMC-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

##### A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  2. General Characteristics: UL 6 and UL Category Control Number DYIX.
- B. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:
1. Exterior Coating: Zinc.
  2. Options:
    - a. Interior Coating: Zinc with organic top coating.
    - b. Minimum Trade Size: Metric designator 21 (trade size 3/4).
    - c. Colors: As indicated on Drawings.
- 2.3 TYPE FMC-S RACEWAYS
- A. Performance Criteria:
1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  2. General Characteristics: UL 1 and UL Category Control Number DXUZ.
- B. Steel Flexible Metal Conduit (FMC-S):
1. Material: Steel.
  2. Options:
    - a. Minimum Trade Size: Metric designator 16 (trade size 1/2).
- 2.4 TYPE LFMC RACEWAYS
- A. Performance Criteria:
1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  2. General Characteristics: UL 360 and UL Category Control Number DXHR.
- B. Steel Liquidtight Flexible Metal Conduit (LFMC-S):
1. Material: Steel.
  2. Options:
    - a. Minimum Trade Size: Metric designator 16 (trade size 1/2).
- 2.5 FITTINGS FOR CONDUIT, TUBING, AND CABLE
- A. Performance Criteria:
1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- B. Fittings for Type ERMC Raceways:

1. General Characteristics: UL 514B and UL Category Control Number DWTT.
  2. Options:
    - a. Material: Steel.
    - b. Coupling Method: Threaded.
    - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
    - d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.
- C. Fittings for Type EMT Raceways:
1. General Characteristics: UL 514B and UL Category Control Number FKAV.
  2. Options:
    - a. Material: Steel.
    - b. Coupling Method: Compression type for Conduit sizes 2-1/2" and smaller, set-screw or compression type for conduit sizes larger than 2-1/2".
    - c. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.
- D. Fittings for Type FMC Raceways:
1. General Characteristics: UL 514B and UL Category Control Number ILNR.
  2. Screw-on type.
- E. Fittings for Type LFMC Raceways:
1. General Characteristics: UL 514B and UL Category Control Number DXAS.
  2. Compression type
- 2.6 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT
- A. Performance Criteria:
1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  2. General Characteristics: UL 2419 and UL Category Control Number FOIZ.
- 2.7 CABINETS, CUTOUT BOXES, JUNCTION BOXES, PULL BOXES, AND MISCELLANEOUS ENCLOSURES
- A. Performance Criteria:
1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  2. General Characteristics:
    - a. Non-Environmental Characteristics: UL 50.
    - b. Environmental Characteristics: UL 50E.
- B. Indoor Sheet Metal Junction and Pull Boxes:
1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

2. Additional Characteristics: UL Category Control Number BGUZ.
3. Options:
  - a. Degree of Protection: Type 1.

### PART 3 - EXECUTION

#### 3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.
- B. Outdoors:
  1. Exposed and Subject to Physical Damage: **ERMC**.
  2. Exposed and Not Subject to Physical Damage: **ERMC**.
  3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): **LFMC**.
- C. Indoors:
  1. Exposed and Subject to Severe Physical Damage: **ERMC**. Subject to severe physical damage includes the following locations:
    - a. Loading docks.
    - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    - c. Mechanical rooms.
  2. Exposed and Subject to Physical Damage: **ERMC**. Subject to physical damage includes the following locations:
    - a. Locations less than 2.5 m (8 ft) above finished floor.
  3. Exposed and Not Subject to Physical Damage: **EMT**.
  4. Concealed in Ceilings and Interior Walls and Partitions: **EMT**.
  5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): **LFMC**.
- D. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
  1. **ERMC**: Provide threaded type fittings unless otherwise indicated.

#### 3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
  1. Outdoors:

- a. Type 3R unless otherwise indicated.
- 2. Indoors:
  - a. Type 1 unless otherwise indicated.
- C. Exposed Boxes Installed Less Than 2.5 m (8 ft) Above Floor:
  - 1. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

### 3.3 INSTALLATION OF RACEWAYS

#### A. Installation Standards:

- 1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
- 2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- 3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- 4. Comply with NECA NEIS 101 for installation of steel raceways.
- 5. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
- 6. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to metric designator 35 (trade size 1-1/4) and insulated throat metal bushings on metric designator 41 (trade size 1-1/2) and larger conduits terminated with locknuts.
- 7. Raceway Terminations at Locations Subject to Moisture or Vibration:
  - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

#### B. General Requirements for Installation of Raceways:

- 1. Complete raceway installation before starting conductor installation.
- 2. Install no more than equivalent of three 90-degree bends in conduit run except for control wiring conduits, for which no more than equivalent of two 90-degree fewer bends are permitted. Support within 12 inch (300 mm) of changes in direction.
- 3. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
- 4. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- 5. Support conduit within 12 inch (300 mm) of enclosures to which attached.
- 6. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
- 7. 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 interior of raceways at the following points:
  - a. Conduit extending from interior to exterior of building.
  - b. Where otherwise required by NFPA 70.



8. Do not install conduits within 2 inch (50 mm) of the bottom side of a metal deck roof.
9. Keep raceways at least 6 inch (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
10. Cut conduit perpendicular to the length. For conduits metric designator 53 (trade size 2) and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
11. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb (90 kg) tensile strength. Leave at least 12 inch (300 mm) of slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

C. Requirements for Installation of Specific Raceway Types:

1. Types ERM C:

- a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

2. Types FMC and LFMC:

- a. Comply with NEMA RV 3. Provide a maximum of 36 inch (915 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

D. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.

1. EMT: Use Compression type for Conduit sizes 2-1/2" and smaller, set-screw or compression type for conduit sizes larger than 2-1/2". Comply with NEMA FB 2.10.
2. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.

E. Expansion-Joint Fittings:

1. Install type and quantity of fittings that accommodate temperature change listed for 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.
2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
3. Install expansion fittings at locations where conduits cross building or structure expansion joints.
4. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

### 3.4 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.

- B. 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.
- C. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
- D. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.

3.5 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

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.

3.7 CLEANING

- A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

END OF SECTION 26 0533

## SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Nonfusible switches.
  - 2. Enclosures.

#### 1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.
  - 2. Current and voltage ratings.
  - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
  - 4. Include evidence of a nationally recognized testing laboratory (NRTL) listing for series rating of installed devices.
  - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
- B. Shop Drawings: For enclosed switches and circuit breakers.
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Include wiring diagrams for power, signal, and control wiring.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.

- B. Seismic Qualification Data: Certificates, for enclosed switches and circuit breakers, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C. Field quality-control reports.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For enclosed switches to include in emergency, operation, and maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

#### 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
2. Altitude: Not exceeding 6600 feet (2010 m).

#### 1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified **and the unit will be fully operational after the seismic event.**"

## 2.2 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with NFPA 70.

## 2.3 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. ABB, Electrification Business.
  2. Eaton.
  3. Siemens Industry, Inc., Energy Management Division.
  4. Square D; Schneider Electric USA.
- B. Type HD, Heavy Duty, Three Pole, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
  1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  2. Auxiliary Contact Kit: **Two** NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Contact rating - **120-V ac**.
  3. Lugs: Mechanical type, suitable for number, size, and conductor material.

## 2.4 ENCLOSURES

- A. Enclosed Switches: NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
- B. Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized galvanized steel (NEMA 250 Type 3R).
- C. Operating Mechanism: The circuit-breaker operating handle shall be **externally operable with the operating mechanism being an integral part of the box, not the cover**. The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock

mechanism, which shall return to the locked position once the override is released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Commencement of work shall indicate Installer's acceptance of the areas and conditions as satisfactory.

#### 3.2 PREPARATION

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  - 1. Notify Engineer no fewer than **seven** days in advance of proposed interruption of electric service.
  - 2. Indicate method of providing temporary electric service.
  - 3. Do not proceed with interruption of electric service without **Owner's** written permission.
  - 4. Comply with NFPA 70E.

#### 3.3 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
  - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
  - 2. Outdoor Locations: NEMA 250, Type 3R.

#### 3.4 INSTALLATION

- A. Coordinate layout and installation of switches and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- C. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."

- D. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- E. Install fuses in fusible devices.
- F. Comply with NFPA 70 and NECA 1.

### 3.5 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
  - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
  - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

### 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections for Switches:
  - 1. Visual and Mechanical Inspection:
    - a. Inspect physical and mechanical condition.
    - b. Inspect anchorage, alignment, grounding, and clearances.
    - c. Verify that the unit is clean.
    - d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
    - e. Verify that fuse sizes and types match the Specifications and Drawings.
    - f. Verify that each fuse has adequate mechanical support and contact integrity.
    - g. Inspect bolted electrical connections for high resistance using one of the two following methods:
      - 1) Use a low-resistance ohmmeter.
        - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
      - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
        - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
    - h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
    - i. Verify correct phase barrier installation.
    - j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

2. Electrical Tests:

- a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
- b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
- c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
- d. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

C. Enclosed switches will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

1. Test procedures used.
2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
3. List deficiencies detected, remedial action taken, and observations after remedial action.

3.7 ADJUSTING

A. Adjust moving parts and operable components to function smoothly and lubricate as recommended by manufacturer.

END OF SECTION 26 2816