



City of Tacoma, WA

**PUBLIC WORKS / FACILITIES MANAGEMENT DIVISION**

**REQUEST FOR BIDS**

**POLICE FLEET HVAC REPLACEMENT**

**SPECIFICATION NO. PW23-0108F**



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City of Tacoma  
Department of Public Works  
Facilities Management Division

## **PROJECT MANUAL**

# **POLICE FLEET HVAC REPLACEMENT**

**SPECIFICATION  
NO.: PW23-0108F**

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**City of Tacoma  
Facilities Management**

**REQUEST FOR BIDS PW23-0108F  
Police Fleet HVAC Replacement**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, June 13, 2023**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Sealed submittals will be received as follows:

**By Email:**

[sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

**Bid Opening:** Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

**Pre-Proposal Meeting:** A pre-proposal meeting will be held virtually via Microsoft Teams on 5/23/2023 at 9:00 am with an expected conclusion by 10:00 am.

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 268 828 062 506

Passcode: m42UF7

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 253-666-4424](tel:+12536664424), 836031715# United States, Tacoma

Phone Conference ID: 836 031 715#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

On 5/25/23 there will be an onsite walk through at the Police/Fleet building commencing at 9:00am at 3702 S. Pine Street, Tacoma, WA 98409. Meeting location shall be on public sidewalk in front of the building. This onsite meeting is expected to conclude no later than 10:30 am.

**Project Scope:** The project consists of a 14 unit rooftop mounted air handling unit replacement and a bid alternate for the replacement of the additional 16 rooftop units. Existing natural gas units shall be replaced with all electric units. Base bid of project shall include all necessary upgrades to electrical services and systems.

**Estimate: \$1,140,000.00**

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

**Americans with Disabilities Act (ADA Information:** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

**Title VI Information:** "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to [teide@cityoftacoma.org](mailto:teide@cityoftacoma.org).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

**CITY OF TACOMA  
FINANCE/PURCHASING DIVISION  
SPECIAL NOTICE TO BIDDERS**

Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

**I. STATE OF WASHINGTON**

**A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

**B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

### **C. SUBCONTRACTOR RESPONSIBILITY**

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Equity in Contracting and Local Employment and Apprenticeship Training programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

## **B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE**

## **C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division via email to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org) no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

## **D. DETERMINATION OF BIDDER RESPONSIBILITY**

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

# **BID PERIOD FORMS**

The following forms shall be used during the bidding process to request clarifications and request substitutions. These forms are not required to be submitted with the Bid.

- Bidder Question Form
- Substitution Request Form

# BIDDER QUESTION FORM

## Police Fleet HVAC Replacement SPECIFICATION NO.: PW23-0108F

Prospective bidders must submit questions or clarifications in writing on this form allowing time for a written reply to reach all prospective bidders before the submission of the bids. Bidder questions shall be submitted on this form via e-mail to:

*Tina Eide, Senior Buyer.*  
*E-mail address: [teide@cityoftacoma.org](mailto:teide@cityoftacoma.org)*

All e-mails must be received by **Noon on Friday, May 26, 2023**. Where changes in the project documents are required, an addendum will be issued to everyone on the plan holder's list and posted on [www.tacomapurchasing.org](http://www.tacomapurchasing.org).

I have the following question(s): \_\_\_\_\_

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Submitted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Phone Number



# SUBSTITUTION REQUEST FORM

## Police Fleet HVAC Replacement

SPECIFICATION NO.: PW23-0108F

Prospective bidders may request substitutions in writing on this form. Substitutions shall be submitted on this form via e-mail to:

*Tina Eide, Senior Buyer.*

*E-mail address: [Teide@cityoftacoma.org](mailto:Teide@cityoftacoma.org)*

All e-mails must be received by **Noon on Friday, May 26, 2023**. Where changes in the project documents are required, an addendum will be issued to everyone on the plan holder's list and posted on [www.tacomapurchasing.org](http://www.tacomapurchasing.org).

### Submitted By

Signature \_\_\_\_\_

Company \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

☐ Please check if there are attachments

1. We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Section</u>	<u>Page</u>	<u>Line/Paragraph</u>	<u>Specified Item</u>
_____	_____	_____	_____

2. Proposed Substitution. \_\_\_\_\_

3. Reason for Substitution. \_\_\_\_\_

4. Attach complete technical data, catalog cuts, drawings, samples, etc. Exact models and description of products shall be noted with any deviation noted.

5. Include complete information on changes to Drawings, and/or Specifications which proposed substitution will require for its proper installation. \_\_\_\_\_

6. Does the substitute affect dimensions shown on Drawings? \_\_\_\_\_

6a. If so, how? \_\_\_\_\_

7. Describe the effect substitution has on other trades. \_\_\_\_\_

8. Describe differences between proposed substitution and specified item. \_\_\_\_\_

9. Manufacturer's warranties of the proposed and specified items are: ☐ Same ☐ Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item. The undersigned agrees to pay for changes to the building and systems design, including engineering and detailing costs caused by the requested substitution.

# SUBSTITUTION REQUEST FORM

**Police Fleet HVAC Replacement**  
SPECIFICATION NO.: PW23-0108F

## For Reviewer

- ☐ Approved for Bidding subject to review and approval of Submittals (and as noted below) ☐ Rejected - Inadequate Information  
☐ Not Accepted ☐ Received Too Late

By \_\_\_\_\_ Date \_\_\_\_\_

## Remarks

# **PROPOSAL FORMS**

The following forms must be completed in their entirety and submitted with the bid. Bidders must use the forms provided. Do not modify or substitute forms. Failure to complete and submit all the forms in this section may result in the bid being declared unresponsive and rejected.

1. BID PROPOSAL
2. SIGNATURE PAGE
3. BID BOND
4. SUBCONTRACTOR CATEGORIES OF WORK
5. STATE RESPONSIBILITY FORM
6. GENERAL CONTRACTOR QUALIFICATION SUBMITTAL
7. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES  
FORM
8. EIC UTILIZATION FORM

# Police Fleet HVAC Replacement

SPECIFICATION NO.: PW23-0108F

## BID PROPOSAL

### City of Tacoma Department of Public Works Facilities Management

Name of Firm: \_\_\_\_\_  
(Write in company name)

In compliance with the contract documents, the following bid proposal is submitted:

#### BASE BID:

Lump sum base bid is inclusive of the Scope of Work described in the Contract Documents.

BASE BID: \$ \_\_\_\_\_

ALLOWANCE # 1: \$ \_\_\_\_\_ \$10,000.00

SUBTOTAL: \$ \_\_\_\_\_

WA STATE SALES TAX @ 10.3%: \$ \_\_\_\_\_

GRAND TOTAL: \$ \_\_\_\_\_

#### ALLOWANCE # 1: (Do not include Washington State Sales Tax)

- This allowance shall be included in all submitted bids and shall be used solely to address any unforeseen conditions not already known or present in the construction documents, specifications, contract documents, or on-site visual condition assessment performed by the contractor at the pre-proposal meeting. This allowance shall not be used to address any issue, which the contractor knew or should have known about at the time of bidding based on the evaluation of existing on-site conditions, provided construction documents, specifications, and contracts associated with the project.

#### BID ALTERNATES:

- The undersigned proposes to modify the contract requirements and scope of work as defined in the Contract Documents and as described in the Project Manual, for the following amounts to be added to the Base Bid. The Owner reserves the right to accept or reject any or alternates within (90) days of the bid date.
- This alternate shall be for the provision, installation, and replacement of the remaining 16 rooftop HVAC units not included in the base bid and any electrical work needed to power these additional units. Please note that all upgrades to building power service, and electrical switch gear shall be contained within the base bid for the eventual replacement of all 30 total rooftop HVAC units.

Additive Alternate #01

\$ \_\_\_\_\_

## **Police Fleet Hvac Replacement**

SPECIFICATION NO.: PW23-0108F

# **BID PROPOSAL**

**UNIT PRICES:** (Not used)

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### **INTENT AND AFFIDAVIT OF WAGES PAID:**

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In compliance with Chapter 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs shall be included in the base bid.

### **CITY OF TACOMA PROGRAMS:**

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The City of Tacoma's Equity in Contracting (EIC) Program has 6% MBE, 2% WBE, and a 7% SBE or DBE requirement assigned to this project. There are LEAP requirements on this project, 15 percent of total labor hours. Reference the LEAP section in the project manual.

### **TIME FOR COMPLETION:**

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The undersigned hereby agrees to substantially complete all the work under the Base Bid (and accepted alternates and/or unit prices) within **100** calendar days after the Notice to Proceed.

### **LIQUIDATED DAMAGES:**

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The undersigned agrees to pay the Owner as liquidated damages the sum of \$500 for each consecutive calendar day beyond the SUBSTANTIAL COMPLETION date. Liquidated damages shall be deducted from the contract by change order.

### **Tacoma Police Department Personal History and Background Check Requirements:**

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The undersigned agrees to comply with all necessary background check and personal history requirements as determined by the Tacoma Police Department (TPD) for work on, or access to and through police facilities. Such requirements may include but are not limited to the submittal of background check information including birth certificates, Social Security number, personal history questionnaire, driver license, or picture ID. The undersigned shall follow all instruction provided by TPD for access to and through their facility throughout the course of this project. The City of Tacoma and the TPD reserve the right reject, access to police facilities for individuals who fail to comply with or satisfactorily complete the background check process. In the event of such reject it shall be the responsibility of the the undersigned to submit new individuals for consideration who are capable of completing this work. Please refer to the TPD Draft forms included in this project manual.

**Police Fleet HVAC Replacement**

SPECIFICATION NO.: PW23-0108F

**BID PROPOSAL**

**SUSTAINABILITY:**

1) Have you incorporated sustainability into your everyday business practices? **Yes / No**

**Please Describe:**

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2) Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and services? **Yes / No**

**Please Describe:**

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3) Will you be incorporating and implementing sustainable practices during the construction of this project? **Yes / No**

**Please Describe:**

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## SIGNATURE PAGE

### **CITY OF TACOMA Public Works / Facilities Management**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for bids**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

#### **REQUEST FOR BIDS SPECIFICATION NO. PW23-0108F Police Fleet HVAC Replacement**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

#### **Non-Collusion Declaration**

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

\_\_\_\_\_  
Bidder/Proposer's Registered Name

\_\_\_\_\_  
Signature of Person Authorized to Enter      Date  
into Contracts for Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

\_\_\_\_\_  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

\_\_\_\_\_  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

\_\_\_\_\_  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

Herewith find deposit in the form of a cashier's check in the amount of \$\_\_\_\_\_ which amount is not less than 5-percent of the total bid.

SIGN HERE\_\_\_\_\_

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of \_\_\_\_\_ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

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

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

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\_\_\_\_\_, 20\_\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_

\_\_\_\_\_



# List of Subcontractor Categories of Work

Project Name \_\_\_\_\_

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org).**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org).**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Specification No. \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor  
(Must be in effect at the time of bid submittal):

Number: \_\_\_\_\_

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

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

Current Washington Unified Business Identifier  
(UBI) Number:

Number: \_\_\_\_\_

Do you have industrial insurance (workers' compensation)  
Coverage nor your employees working in Washington?

☐ Yes      ☐ No  
☐ Not Applicable

Washington Employment Security Department Number

Number: \_\_\_\_\_

☐ Not Applicable

Washington Department of Revenue state excise tax  
Registration number:

Number: \_\_\_\_\_

☐ Not Applicable

Have you been disqualified from bidding any public  
works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes      ☐ No  
If yes, provide an explanation of your  
disqualification on a separate page.

Do you have a physical office located in the state of  
Washington?

☐ Yes      ☐ No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_ ☐ Not Incorporated

If not incorporated, in what state was your business  
entity formed?

State: \_\_\_\_\_

Have you completed the training required by RCW  
39.04.350, or are you on the list of exempt businesses  
maintained by the Department of Labor and Industries?

☐ Yes      ☐ No

## Police Fleet HVAC Replacement

SPECIFICATION NO.: PW23-0108F

### General Contractor Qualification Submittal

This form shall be completed in its entirety, **submitted with the bid**, and shall be used to demonstrate the General Contractor's minimum experience. Failure to submit this form may be grounds for bid rejection.

The City shall be the sole judge in determining if the prospective Contractor meets the bidder minimum experience requirements. The City reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

**Qualification of General Contractor:** General Contractor shall have a minimum of five (5) projects, of similar size and scope within the last five (5) years, demonstrating an ability to meet the contract schedule and requirements. General Contractor shall meet all Local and State Certifications and License requirements prior to bidding. Copies of the required Certificates and Licenses shall be made available upon request.

HVAC Contractor shall have a minimum of five (5) projects, of similar size and scope within the last five (5) years, demonstrating an ability to meet the contract schedule and requirements. **If General Contractor is the same as the HVAC Contractor than the General contractor must show HVAC replacements of similar size and scope in provided qualifications section below.** Copies of the required Certificates and Licenses shall be made available upon request.

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Project Experience – General Contractor:**

<b>Project No. 1 Name:</b>
<b>Project Owner:</b>
<b>Owner Contact / Phone No.:</b>
<b>Date Work Completed:</b>
<b>Description of Work:</b>

## **Police Fleet HVAC Replacement**

SPECIFICATION NO.: PW23-0108F

### **General Contractor Qualification Submittal**

<b>Project No. 2 Name:</b>
<b>Project Owner:</b>
<b>Owner Contact / Phone No.:</b>
<b>Date Work Completed:</b>
<b>Description of Work:</b>

<b>Project No. 3 Name:</b>
<b>Project Owner:</b>
<b>Owner Contact / Phone No.:</b>
<b>Date Work Completed:</b>
<b>Description of Work:</b>

<b>Project No. 4 Name:</b>
<b>Owner Contact / Phone No.:</b>
<b>Contact Person:</b>
<b>Date Work Completed:</b>
<b>Description of Work:</b>

## **Police Fleet HVAC Replacement**

SPECIFICATION NO.: PW23-0108F

### **General Contractor Qualification Submittal**

<b>Project No. 5 Name:</b>
<b>Owner Contact / Phone No.:</b>
<b>Contact Person:</b>
<b>Date Work Completed:</b>
<b>Description of Work:</b>

### **Project Experience – HVAC Contractor**

**(Completed by General Contractor if performed by the General Contractor):**

<b>Project No. 1 Name:</b>
<b>Project Owner:</b>
<b>Owner Contact / Phone No.:</b>
<b>Date Work Completed:</b>
<b>Description of Work:</b>

<b>Project No. 2 Name:</b>
<b>Project Owner:</b>
<b>Owner Contact / Phone No.:</b>
<b>Date Work Completed:</b>

## Police Fleet HVAC Replacement

SPECIFICATION NO.: PW23-0108F

### General Contractor Qualification Submittal

**Description of Work:**

**Project No. 3 Name:**

**Project Owner:**

**Owner Contact / Phone No.:**

**Date Work Completed:**

**Description of Work:**

**Project No. 4 Name:**

**Owner Contact / Phone No.:**

**Contact Person:**

**Date Work Completed:**

**Description of Work:**

**Project No. 5 Name:**

**Owner Contact / Phone No.:**

**Contact Person:**

**Date Work Completed:**

**Description of Work:**



City of Tacoma

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## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 16th, 2023, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

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Bidder

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

*Check One:*

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

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If a co-partnership, give firm name under which business is transacted:

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*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



City of Tacoma  
Community & Economic Development  
Office of Equity in Contracting  
747 Market Street, Rm 900  
Tacoma WA 98402  
253-591-5826  
Email: EICOffice@cityoftacoma.org

## EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) [www.omwbe.wa.gov](http://www.omwbe.wa.gov) as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Spec. No. \_\_\_\_\_ Base Bid \* \$ \_\_\_\_\_ Complete business names and phone numbers are required to verify your usage of Certified Businesses

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

\_\_\_\_\_  
Type or Print Name of Responsible Officer / Title

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Date



# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

**The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.**

This form when submitted with your bid, provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. \* Base Bid is the prime contractor's bid, plus any alternates, additives and deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
8. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Block "i" – The percentage of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (\*) x 100 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (\*) x 100 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at [EICOffice@cityoftacoma.org](mailto:EICOffice@cityoftacoma.org) for additional information.

# **CONTRACT FORMS (POST AWARD)**

1. CONTRACT
2. INSURANCE CERTIFICATE REQUIREMENTS
3. PERFORMANCE BOND TO THE CITY OF TACOMA
4. PAYMENT BOND TO THE CITY OF TACOMA
5. GENERAL RELEASE TO THE CITY OF TACOMA
6. TPD DRAFT FORMS FOR FACILITY ACCESS

## CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

---

  1. Specification No. [Spec Number] [ Spec Title] together with all authorized addenda.
  2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
  3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

---
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.  
  
If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
  1. Contract, inclusive of Appendices A and B.
  2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:  
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## **1. Termination for Breach**

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

## **2. Prevailing Wages**

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
  - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
  - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

## **3. COPELAND ANTI-KICKBACK ACT**

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and 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:

- A. 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. In the event of 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 federally funded 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.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) 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. 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 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.

## **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements. Neither 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 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 workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) 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 (3)(A) of this section, in the sum of \$27 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 (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) 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 (3)(A) through (D) of this section.

## **6. CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

## **7. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to 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.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

## **8. DEBARMENT AND SUSPENSION**

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **9. BYRD ANTI-LOBBYING AMENDMENT**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. 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 who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## APPENDIX A-1

### APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.

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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

<b>(i) Agency Name (must match the name associated with its unique entity identifier)</b>		<b>(ii) Unique Entity Identifier</b> <i>(i.e., DUNS)</i>	<b>City of Tacoma</b> <b>Number for This Agreement</b>
<b>(iii) Federal Award Identification Number (FAIN)</b>	<b>(iv) Federal Award Date</b>	<b>(v) Federal Period of Performance Start and End Date</b>	<b>(vi) Federal Budget Period Start and End Date</b>
<b>(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>:</b>  \$	<b>(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency</b>		<b>(ix) Total Amount of the Federal Award <i>Committed</i> to the agency</b>  \$
<b>(x) Federal Award Project Description:</b>  CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
<b>(xi) Federal Awarding Agency:</b>  DEPARTMENT OF THE TREASURY	<b>Pass-Through Entity:</b>  City of Tacoma	<b>Awarding Official Name and Contact Information:</b>	
<b>(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</b>			<b>(xiii) Identification of Whether the Award is R&amp;D</b>
<b>(xiv) Indirect Cost Rate for the Federal Award</b>	<b>Award Payment Method (lump sum payment or reimbursement)</b>  REIMBURSEMENT		



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

#### 3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

#### 3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

#### 3.5 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 3.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.





## PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of

\$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_



## PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and \_\_\_\_\_  
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,  
\$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves,  
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

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 claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

Resolution No.  
Bond No.  
Specification No.  
Contract No.

One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

SAMPLE

**GENERAL RELEASE TO THE CITY OF TACOMA**

The undersigned, named as the contractor for the \_\_\_\_\_ between \_\_\_\_\_ and the City of Tacoma, Contract No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, hereby releases the City of Tacoma, its departmental officers and agents from any and all claim or claims whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in connection with and/or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit the sum of \_\_\_\_\_ excluding sales tax.

Signed at \_\_\_\_\_, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the said State, do hereby certify that on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, that \_\_\_\_\_, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington  
My appointment expires \_\_\_\_\_



TACOMA POLICE DEPARTMENT  
3701 S. Pine Street  
TACOMA, WA. 98409  
(253) 591-5966  
(253) 591-5665 fax



PERSONAL HISTORY QUESTIONNAIRE FOR TPD BUILDING ACCESS

CITY OF TACOMA IT PERSONNEL, CITY OF TACOMA MAINTENANCE PERSONNEL,  
CONTRACT MAINTENANCE PERSONNEL, OTHER AGENCY NON-LAW ENFORCEMENT PERSONNEL,  
TPD CHAPLAIN

Personal History of: \_\_\_\_\_  
(Last Name) (First Name) (Middle Name)

Reason for Building Access Request: \_\_\_\_\_

The **applicant** must print the answers to questions contained in this questionnaire in black ink. The questionnaire is **required to be filled out** and must be **fully completed**. To avoid any omissions, if a line or section does not apply, **it is required to write N/A in the space provided** for us to know that you saw the question. If you need more space than what is available under the question, please use a separate sheet or sheets and attach them at the end of the packet. Please put the question number on the additional sheet(s). If you do not understand a question, or you are not sure of its scope, you will have the opportunity to explain any circumstances to the background investigator.

**INSTRUCTIONS:**

Because of the sensitive nature of obtaining unescorted access to TPD buildings, it is necessary to conduct a thorough background investigation. This interview is part of the background investigation process.

Any **intentional** dishonesty or minimization in any part of the background process may result in immediate removal from the process.

The contents of this questionnaire will be considered **confidential** and will be used for investigating Tacoma Police Department building access suitability with the City of Tacoma.

**There is one exception to the confidentiality of your background investigation. Should it be discovered that you are currently involved in criminal activity, or have committed an undiscovered felony, the law enforcement agency having jurisdiction WILL BE NOTIFIED.**

DRAFT - NOT FOR CONSTRUCTION

I CERTIFY THAT I HAVE READ THE DISCLAIMER ABOVE AND WILL ANSWER ALL QUESTIONS IN A TRUTHFUL AND HONEST MANNER. I FURTHER STATE THAT I UNDERSTAND THAT ANY DECEPTION ON MY PART IN ANSWERING THESE QUESTIONS WILL RESULT IN A RECOMMENDATION BY THE BACKGROUND INVESTIGATOR TO REMOVE ME FROM THIS PROCESS.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Do not sign below until the time of your interview with the Investigating Officer.**

The previous statement was verbally read to me. I was given the opportunity to ask questions and have them thoroughly explained to me.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Applicant      Signature of Interviewer      Date

DRAFT - NOT FOR CONSTRUCTION

### **REQUIRED DOCUMENTS**

Attach **ORIGINALS, unless otherwise stated**, of the following documents to this questionnaire. Failure to submit these documents in a timely manner may delay your background investigation. Some of these documents may not be applicable to you.

Please indicate those that are attached with a check mark in the space provided.

\_\_\_\_\_ Driver's License or State Identification Card (We will make a copy)

### **OPTIONAL DOCUMENTS**

\_\_\_\_\_ Certified copy of your birth certificate. (Photocopy is OK)

\_\_\_\_\_ Social Security Card (We will make a copy)

DRAFT - NOT FOR CONSTRUCTION

## PERSONAL INFORMATION

The following information is required of you for verification and contact purposes:

1. Your Name (please print in ink)

LAST	FIRST	MIDDLE
------	-------	--------

List other names you have used or been known by. Include maiden names, married or adopted names, or nicknames.

(Other names): \_\_\_\_\_

2. List the physical address of the residence where you live:

Street	City	State	Zip Code
--------	------	-------	----------

Number

List your mailing address **if different** than your physical address:

Street	City	State	Zip Code
--------	------	-------	----------

Number

3. List telephone number(s) at which you can be contacted and the hours when you will be available at these numbers:

(Home) \_\_\_\_\_  
(Work) \_\_\_\_\_ Hours \_\_\_\_\_  
(Pager or cell phone) \_\_\_\_\_  
(Email address) \_\_\_\_\_  
(My Space/Facebook address) \_\_\_\_\_

4. Date of birth: \_\_\_\_\_ (\_\_\_\_/\_\_\_\_/\_\_\_\_)  
Month Day Year MM DD YYYY

Place of birth (City and State or Country): \_\_\_\_\_

U.S. citizenship may not be required for this position. Proof is required showing that you are a legal resident of this country and may legally work in this country.

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## **RESIDENCE RECORD**

Start with your **present** address and working back; list each address at which you have resided in the past 10 years:

**PLEASE LIST THE ADDRESS, APARTMENT COMPLEX NAME AND LANDLORD/RENTAL CO. INFORMATION**

<b>STREET &amp; Apartment complex name</b>	<b>CITY, STATE</b>	<b>ZIP</b>	<b>FROM</b>	<b>TO</b>	<b>OWN/RENT?</b>

### **PERSONAL REFERENCES**

List at least three (3) adult references (not relatives, former or present employers) you have known for at least three years (preferably the past 3 years). It is very important that you list the best phone number for all references. You may need a list of alternative references that can be supplied to your investigator in the event some of the references cannot be contacted.

<b>Name</b>	<b>Address</b>	<b>Phone</b>	<b>Email address</b>	<b>Yrs Known</b>

### **EXPERIENCE AND EMPLOYMENT:**

Beginning with your most current employment (other than the City of Tacoma) list the two previous jobs you have held. For purposes of the Building Access Personal History Statement, part-time, temporary, and voluntary work should be included. Please list all periods of unemployment in chronological sequences in the spaces provided for you.

**Should you need to list additional information, please use an additional sheet and continue in the EXACT format below.**

<b>NAME &amp; ADDRESS OF EMPLOYER:</b>	
<b>Telephone:</b>	
<b>Name of supervisor:</b>	<b>email:</b>

<b>NAME &amp; ADDRESS OF EMPLOYER:</b>	
<b>Telephone:</b>	
<b>Name of supervisor:</b>	<b>email:</b>

<b>NAME &amp; ADDRESS OF EMPLOYER:</b>	
<b>Telephone:</b>	
<b>Name of supervisor:</b>	<b>email:</b>

5. Have you ever been fired or asked to resign from any place of employment? ☐ Yes ☐ No

If "YES", explain \_\_\_\_\_

\_\_\_\_\_

6. Has your employer ever accused you of a dishonest act? ☐ Yes ☐ No

7. Have you ever worked for anyone who would not rehire you or would advise us not to hire you?

☐ Yes ☐ No

8. Have you ever borrowed or taken any money from a place of employment? ☐ Yes ☐ No

### **DRIVING RECORD**

9. Do you have a current and valid Washington State driver's license? ☐ Yes ☐ No

License number \_\_\_\_\_ State \_\_\_\_\_

**CRIMINAL ACTIVITIES:**

10. If you have ever been **arrested, detained, questioned, taken into custody, been issued a Misdemeanor citation, incarcerated, or convicted** of any crime, please give the following information:

DATE	AGENCY/LOCATION	CHARGE/REASON FOR CONTACT	DISPOSITION

11. Have you committed any crime or been involved in any criminal activity in the last five (5) years?

☐ Yes ☐ No

**DOMESTIC VIOLENCE ISSUES:**

12. Have you ever been in a physical altercation with a spouse, sibling, family member, parent, roommate, child, partner, or significant other (i.e. pushing, shoving, strangling, slapping, throwing things at, spitting at) to include acts of self-defense or caused damage to property?

☐ Yes ☐ No

13. Have you ever been the subject of a restraining order?

☐ Yes ☐ No

If "YES", explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Have you ever refused to let your spouse or significant other leave when they wanted to or prevented them from calling 911?

☐ Yes ☐ No

If "YES", explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRAFT - NOT FOR CONSTRUCTION

15. Have you ever acted in any way or made statements to intentionally intimidate your spouse or significant other?

☐ Yes ☐ No

Signature \_\_\_\_\_

Date \_\_\_\_\_

# **WASHINGTON STATE** **PREVAILING WAGE RATES**

- **STATE PREVAILING WAGE RATES FOR PIERCE COUNTY**

## PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

## REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.

# **CITY PROGRAMS**

- **EQUITY IN CONTRACTING – EIC REQUIREMENTS**
- **LEAP REQUIREMENTS**

# EIC REQUIREMENT FORM

## EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

### IMPORTANT NOTE:

It is the bidder's responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

### EQUITY IN CONTRACTING REQUIREMENTS

Minority Business  
Enterprise Requirement

**6%**

Women Business  
Enterprise Requirement

**2%**

Small Business Enterprise  
Requirement

**7%**

A list of EIC-eligible companies is available on the following web site addresses:

[www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com)\*

**MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07**

CCD/SBE:GNF-00007-07

Date of Record: 05/04/2023

Project Spec#:PW23-0108F

Project Title:Police Fleet HVAC Replacement

\*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.





City of Tacoma  
Community & Economic Development  
747 Market Street, Rm 900  
Tacoma WA 98402

## CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

### Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office\*.

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office\* if you have any questions.*

**The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.**

#### **Post-Award Important Information**

**For all contracts that have requirements related to the EIC policy, the City of Tacoma is utilizing a cloud-based software system:**

**B2Gnow** - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.

The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

**\*EIC STAFF Contact Information**

**For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**

- **Call EIC Office** at (253) 591-5630 or (253) 591-5826
- **Email EIC Office** at [EICOffice@cityoftacoma.org](mailto:EICOffice@cityoftacoma.org)



City of Tacoma  
Community & Economic Development  
Office of Equity in Contracting  
747 Market Street, Rm 900  
Tacoma WA 98402  
253-591-5826  
Email: EICOffice@cityoftacoma.org

## EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) [www.omwbe.wa.gov](http://www.omwbe.wa.gov) as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Spec. No. \_\_\_\_\_ Base Bid \* \$ \_\_\_\_\_ Complete business names and phone numbers are required to verify your usage of Certified Businesses

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

\_\_\_\_\_  
Type or Print Name of Responsible Officer / Title

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Date

# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

**The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.**

This form when submitted with your bid, provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. \* Base Bid is the prime contractor's bid, plus any alternates, additives and deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
8. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Block "i" – The percentage of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (\*) x 100 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (\*) x 100 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at [EICOffice@cityoftacoma.org](mailto:EICOffice@cityoftacoma.org) for additional information.

## CHAPTER 1.07

### EQUITY IN CONTRACTING

#### Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

#### **1.07.010 Policy and purpose.**

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.020 Definitions.**

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

##### 1.07.020.B

A. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

##### 1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with

federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

**1.07.020.G**

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

**1.07.020.N**

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

**1.07.020.P**

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

**1.07.020.Q**

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

**1.07.020.R**

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

**1.07.020.S**

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.030 Discrimination prohibited.**

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability, or “pregnancy outcomes” under TMC 1.29.040, in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 28859 Ex. A; passed Nov. 22, 2022: Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.040 Program administration.**

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.050 Approval as a Certified Business.**

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
  - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
  - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
  - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
  - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.



## B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.060 Program requirements.**

#### A. The program shall meet the following requirements:

##### 1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

##### 2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

#### B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

##### 1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

##### 2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

##### 3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

##### 4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

##### 5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

#### C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.070 Evaluation of submittals.**

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.080 Contract compliance.**

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

#### **B. Record Keeping.**

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.090 Program monitoring.**

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.100 Enforcement.**

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.110 Remedies.**

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;

2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.120 Unlawful acts.**

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.130 Severability.**

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.140 Review of program.**

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)



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Community and Economic Development Department  
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## **LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS**

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. It requires Prime Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail [leap@cityoftacoma.org](mailto:leap@cityoftacoma.org). The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

### **LEAP PROGRAM REQUIREMENTS:**

1. **LOCAL EMPLOYMENT GOAL:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:

- a) Civil Projects over \$250,000
- b) Building Projects over \$750,000

2. **APPRENTICE GOAL:** The Contractor is required to ensure that 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.

4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

- 100% achievement            \$0.00 penalty
- 99% to 90% achievement    \$2.00 penalty
- 89% to 75% achievement    \$3.50 penalty
- 74% to 50% achievement    \$5.00 penalty
- 49% to 1% achievement      \$7.50 penalty
- 0% achievement              \$10.00 penalty

\*Penalty may be waived in the best interests of the City of Tacoma.

**LEAP DOCUMENT SUBMITTALS\*\*:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LUG with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: The Prime and Subcontractors must submit weekly Certified Payrolls in LCP Tracker that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

**\*\*WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590 or [leap@cityoftacoma.org](mailto:leap@cityoftacoma.org)

## LEAP

### Documents and Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email [dtrevorrow@cityoftacoma.org](mailto:dtrevorrow@cityoftacoma.org)

## CHAPTER 1.90

### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

#### Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

#### **1.90.010 Purpose.**

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.020 Scope.**

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.030 Definitions.**

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:
  1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
  2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
  3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.



H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. “Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. “Estimated Labor Hours” shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. “Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. “LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

N. “LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

O. “LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

P. “LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. “Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

R. “Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. “Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

U. “Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as “Building Projects” or “Civil Projects.”

X. “Subcontractor” means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

Z. “Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

### **1.90.040 LEAP goals.**

#### **A. Utilization Goals.**

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

#### **B. Failure to Meet Utilization Goal.**

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

<b>Percent of Goal Met</b>	<b>Assessment per unmet hour</b>
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

#### **C. LEAP Reports.**

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

**D. LEAP Goal Adjustments.**

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

**E. Utilization - Electrical Projects Outside Electrical Service Area.**

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

**F. Utilization - Water Projects Outside Water Service Area.**

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

**G. Utilization - Projects Outside Tacoma Public Utilities Service Area.**

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

**H. Emergency.**

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

**I. Conflict with State or Federal Requirements.**

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.050 Repealed by Ord. 27368. Good faith efforts.**

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.**

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.070 Apprentice utilization requirements – Bidding and contractual documents.**

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.080 Enforcement.**

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.090 Compliance with applicable law.**

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.100 Review and reporting.**

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.105 Authority.**

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.110 Interpretation.**

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

# **LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)**

## **LEAP REQUIREMENTS & PROCEDURES:**

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

### **Post-award Submittals:**

- ***LEAP Employee Verification Form.*** This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.
- ***LEAP Weekly Payroll Report.*** This form is to be completed and submitted with each certified payroll.

The City of Tacoma's LEAP office enforces two mandatory requirements on City projects based on certain monetary thresholds.

**Local Employment Utilization Goal** - the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Zip Codes, whether or not any such person is an apprentice.

**Apprenticeship Utilization Goal** – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

**\*Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is above \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal
2. 15% Apprentice Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. [www.cityoftacoma.org/leap](http://www.cityoftacoma.org/leap)



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Tacoma, WA 98402  
(253) 591-5590 or leap@cityoftacoma.org  
www.cityoftacoma.org/leap

## **LEAP EMPLOYEE VERIFICATION FORM**

Contractor/Sub: \_\_\_\_\_ Specification Number: \_\_\_\_\_

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

Employee Name: \_\_\_\_\_ Craft: \_\_\_\_\_

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Apprenticeship County: \_\_\_\_\_ Apprentice Registration I.D. (*if applicable*): \_\_\_\_\_

Age: \_\_\_\_\_ Copy of DD-214: \_\_\_\_\_

**\*\*\*\*\*Please fill out entire form for tracking LEAP performance\*\*\*\*\***

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

\_\_\_\_\_ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

\_\_\_\_\_ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

\_\_\_\_\_ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

\_\_\_\_\_ d. WA State Approved Apprentice \*(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## LEAP EMPLOYEE VERIFICATION FORM

*To be Completed by Contractor or Subcontractor*

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

\_\_\_\_\_ For Youth - Copy of Birth Certificate or WA State ID or  
\_\_\_\_\_ WA Driver's License (projects advertised after 05-20-13)

\_\_\_\_\_ For Veterans – Copy of DD-214(Projects advertised after  
\_\_\_\_\_ 05-20-13)

\_\_\_\_\_ Driver's License with current address

\_\_\_\_\_ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current  
\_\_\_\_\_ address

\_\_\_\_\_ Copy of current tax form W-4

\_\_\_\_\_ Rental Agreement/Lease (residential)

\_\_\_\_\_ Computer Printout From Other Government Agencies

\_\_\_\_\_ Property Tax Records

\_\_\_\_\_ Apprentice Registration I.D.

\_\_\_\_\_ Food Stamp Award Letter

\_\_\_\_\_ Housing Authority Verification

\_\_\_\_\_ Insurance Policy (Residence/Auto)

\*Any of the above must have a complete physical address verified by the [www.govme.org](http://www.govme.org) website.

No PO Boxes

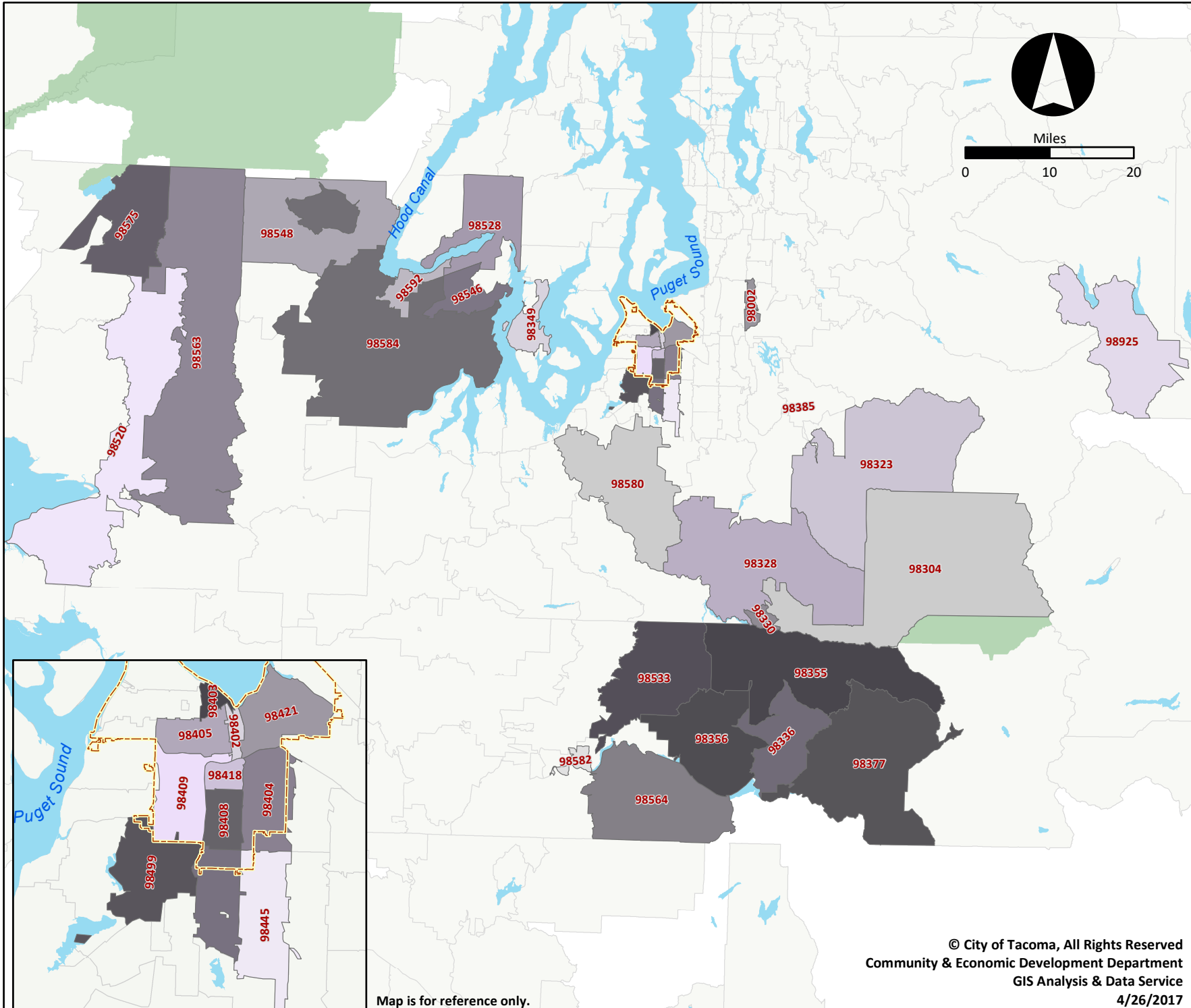
Contractor Representative:\_\_\_\_\_

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

Title:\_\_\_\_\_



# Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

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Community & Economic Development Department  
GIS Analysis & Data Service  
4/26/2017

Map is for reference only.

# Tacoma Public Utilities Infrastructure and Service Area (Apprentice Utilization)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

## Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

# **GENERAL CONDITIONS AND OTHER CONTRACT TERMS & CONDITIONS**

1. CITY OF TACOMA, GENERAL PROVISIONS
2. MODIFICATIONS TO THE GENERAL CONDITIONS,  
AS MODIFIED BY THE CITY OF TACOMA
3. GENERAL CONDITIONS FOR WASHINGTON STATE FACILITY  
CONSTRUCTION

# **GENERAL PROVISIONS**

*(Revised December 15, 2020)*

## **SECTION I - BIDDING REQUIREMENTS**

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

### **1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS**

#### **A. Respondent's Proposal**

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

#### **B. Alterations of Proposals Not Allowed**

Proposals that are incomplete or conditioned in any way contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

#### **C. Filling Out City Proposal Sheets**

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

### **1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT**

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

### **1.03 RESPONDENT'S BOND OR CERTIFIED CHECK**

Each bid for construction must be accompanied either by a certified or cashier's check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. The person legally authorized to sign the bid must sign all bid bonds. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Payment and Performance Bond and City's receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

### **1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE**

- A.** Proposal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B.** Supplier is solely responsible for timely delivery of its Submittal.
- C.** Submittals received after the time stated in the solicitation will not be accepted.
- D.** For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

## **1.05 LICENSES/PERMITS**

- A.** Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B.** Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, [https://www.cityoftacoma.org/government/city\\_departments/finance/tax\\_and\\_license/](https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/). Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C.** During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

## **1.06 CONTRACTOR'S STATE REGISTRATION NUMBER**

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

## **1.07 BID IS NONCOLLUSIVE**

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

## **1.08 EVALUATION OF BID**

### **A. Price, Experience, Delivery Time and Responsibility**

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

### **B. Prequalified Electrical Contractor**

Certain types of electrical construction require special expertise, experience, and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

### **C. Insertions of Material Conflicting with Specifications**

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

### **D. Correction of Ambiguities and Obvious Errors**

The City reserves the right to correct obvious errors in the Respondent's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

## **1.09 WITHDRAWAL OF BID**

### **A. Prior to Bid Opening**

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Procurement and Payables Office. The notice may be submitted in person or by mail; however, it must be received by the City's Procurement and Payables Office prior to the time of bid opening.

### **B. After Bid Opening**

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

#### **1.10 OPENING OF BIDS**

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

#### **1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION**

The City Council or Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

#### **1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT**

Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

#### **1.13 TAXES**

##### **A. Include In Proposal All Taxes**

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

##### **B. Federal Excise Tax**

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

##### **C. City of Tacoma Business and Occupation Tax**

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

#### **1.14 FIRM PRICES/ESCALATION**

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

#### **1.15 AWARD**

##### **A. Construction and/or Labor Contracts**

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

##### **B. Supply/Equipment Contracts**

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

#### **1.16 INCREASE OR DECREASE IN QUANTITIES**

The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

#### **1.17 EXTENSION OF CONTRACT**

Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.

## 1.18 PAYMENT TERMS

- A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

## 1.19 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
- EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
    - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
    - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
  - Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
    - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
    - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
  - Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
  - Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

## 1.20 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

## 1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Respondent's Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary



as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

**B.** If Respondent provides City with records or information that Respondent considers confidential or proprietary, Respondent must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Respondent expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s). Submission of materials in response to City's Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

## **1.22 FEDERAL AID PROJECTS**

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## **SECTION II - CONTRACT REQUIREMENTS**

### **2.01 CONTRACTOR'S RESPONSIBILITY**

#### **A. Contract Documents**

The Respondent to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma, , within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

#### **B. Surety Bonds**

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a payment and performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bonds must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashier's check or cash may be substituted for the bonds; however, this cash or cashier's check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

#### **C. Independent Contractor**

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

## **2.02 CONFLICTS IN SPECIFICATIONS**

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
2. Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
3. Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

## **2.03 INSPECTION**

### **A. Of the Work**

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

### **B. Inspector's Authority**

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Director or Superintendent, whose decision shall be final. The word "Director" means the Director of the City of Tacoma General Government department that is administering the contract. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities Division that is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular City Department or Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with all orders and instructions given by the representative of the particular Department or Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

## **2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS**

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

## **2.05 INDEMNIFICATION**

### **A. Indemnification**

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

### **B. Limitation of Liability for Primarily Supply-Type Contracts**

In all contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total contract price (as determined by the City), the City agrees that it will not hold the contractor, supplier or manufacturer liable for consequential damages for that part of the contract related to the manufacture and/or design of the equipment, materials or supplies.

## **2.06 CONTRACTOR'S INSURANCE**

**A.** During the course and performance of a Contract, Contractor will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

**B.** Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

## **2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT**

### **C. Assignment**

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

### **D. Subletting**

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

## **2.08 DELAY**

### **E. Extension of Time**

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

### **F. Unavoidable Delay**

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

## **2.09 GUARANTEE**

### **A. Guarantee for Construction, Labor or Services Contract**

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

### **B. Guarantee for Supply Contracts**

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

### **C. Guarantee Period Extension**

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

### **2.10 DEDUCTIONS FOR UNCORRECTED WORK**

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

### **2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT**

#### **A. Termination for Convenience**

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day's written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

#### **B. Termination for Cause**

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach
2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.
3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

## 2.12 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

## 2.13 LEGAL DISPUTES

### A. General

Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

### B. Attorney Fees

For contracts up to \$250,000, which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be \$150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

## 2.14 DELIVERY

Prices must be quoted F.O.B. destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated in these Specifications) to the designated address set forth in these Specifications.

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma).

Legal holidays of the City of Tacoma are:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

## 2.15 PACKING SLIPS AND INVOICES

**A.** Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

**B.** Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.

1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).

3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to [pcardadmin@cityoftacoma.org](mailto:pcardadmin@cityoftacoma.org).

## **2.16 APPROVED EQUALS**

**A.** Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".

**B.** The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.

**C.** When a brand name or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

## **2.17 ENTIRE AGREEMENT**

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

## **2.18 CODE OF ETHICS**

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

## **2.19 FEDERAL FINANCIAL ASSISTANCE**

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

**A. EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, 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 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.
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.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 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 workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(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 (B)(1) of this section, in the sum of \$27 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 (b)(1) of this section.



3. Withholding for unpaid wages and liquidated damages. The City 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 (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(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 (B)(1) through (4) of this section.

**C. CLEAN AIR ACT**

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. FEDERAL WATER POLLUTION CONTROL ACT**

1. Contractor agrees to 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.
2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. DEBARMENT AND SUSPENSION**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**F. BYRD ANTI-LOBBYING AMENDMENT**

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. 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 who in turn will forward the certification(s) to the City.
2. If applicable, Contractor must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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. 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **G. PROCUREMENT OF RECOVERED MATERIALS**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[Section III is for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

## **GENERAL PROVISIONS**

### **SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS**

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS AND ARE IN ADDITION TO APPLICABLE REQUIREMENTS CONTAINED IN SECTION II CONTRACT REQUIREMENTS.

#### **3.01 RESPONDENT'S DUTY TO EXAMINE**

The Respondent agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Respondent by reason of any error or neglect on Respondent's part, for such uncertainties as aforesaid.

#### **3.02 PERMITS**

Except when modified by the Special Provisions, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

#### **3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED**

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department responsible for this Contract) for said "changed or differing" conditions unless said City department is solely responsible for the delay or damages that the Contractor may have incurred.

### **3.04 TRENCH EXCAVATION BID ITEM**

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

### **3.05 SAFETY**

#### **A. General**

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

#### **B. Work Hazard Analysis Report**

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

### **3.06 PROTECTION OF WORKERS AND PROPERTY**

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

### **3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES**

#### **A. Superintendent to Supervise Contractor's Employees**

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

## **B. Character of Contractor's Employees**

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

### **3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW**

#### **A. Hours of Labor**

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Special Provisions, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

#### **B. Prevailing Wages**

If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

### 3.09 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

**A. Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**B. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**C. Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### 3.10 CHANGES

#### A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

#### B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the payment and performance bond surety.

#### C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

- (1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

#### **D. Claims for Extra Work**

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

### **3.11 CLEANING UP**

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

### **3.12 PROGRESS PAYMENT**

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

### **3.13 FINAL PAYMENT**

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. In addition, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;
- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;
- E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.
- F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

### **3.14 FAILURE TO COMPLETE THE WORK ON TIME**

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages, which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period, herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

### **3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE**

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

### **3.16 LIST OF SUBCONTRACTORS**

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive; therefore, the bid will be rejected.



**CITY OF TACOMA MODIFICATIONS TO THE  
GENERAL CONDITIONS FOR WASHINGTON STATE FACILITY CONSTRUCTION**

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**CITY OF TACOMA MODIFICATIONS TO THE  
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**PART 1 GENERAL PROVISIONS**

**1.01 DEFINITIONS**

*Replace the following article in Section 1.01:*

- Q. "Owner" means the City or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

*Add the following articles to Section 1.01:*

- AC. "Abbreviations" refer to trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the specifications or other contract documents, they mean recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.
- AD. "Alternate Bid" (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- AE. "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the work described as the base, to which work may be added or deducted for sums stated in Alternate Bids and Unit Prices. The base bid does not include Allowances, Force Account work and Washington State Sales taxes. Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.
- AF. "Contracting Agency" (or Owner) is the City of Tacoma.
- AG. "Contract Provisions" is the publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, the general conditions, supplements to the general conditions, the special provisions, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, contract forms, LEAP and EIC requirements.
- AH. "Furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and other.
- AI. "Indicated" refers to graphic representations, notes or schedules on the drawings, or other paragraphs or schedules in the specifications, and similar requirements in the contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limit on location is intended.
- AJ. "Install" is used to describe operations at the project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

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- AK. “Installer” is the contractor or an entity engaged by the contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- AL. “Provide” means to furnish and install, complete and ready for intended use.
- AN. “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.

**1.03 EXECUTION AND INTENT**

*Add the following to Section 1.03:*

The intent of the contract is to be prescribing a complete work. Omissions from the contract of details of work, which are necessary to carry out the contract, shall not relieve the Contractor from performing the omitted work.

**1.04 OBJECTIONS TO APPLICATION OF PRODUCTS**

*Add the following new Section 1.04:*

Bidders for this project are required to thoroughly familiarize themselves with specified products and installation procedures and submit to the Senior Buyer any questions or objections (in writing) no later than **the date specified on the “Bidder Question Form.”** Submittal of Bid constitutes acceptance of products and procedures specified.

**1.05 DISQUALIFICATION OF BIDDERS**

*Add the following new Section 1.05:*

A bidder may be deemed not responsible, and the proposal rejected by the Owner for any of the following:

- A. More than one bid proposal is submitted for the same project from a bidder under the same or different names;
- B. Evidence of collusion exists with any other bidder. Participants in collusion will be restricted from submitting future bids;
- C. A bidder is not pre-qualified for the work or to the full extent of the bid;
- D. An unsatisfactory performance record exists based on past or current work;
- E. There is incomplete work which may hinder or prevent the prompt completion of the work bid upon;
- F. The bidder failed to settle bills for labor or materials on past or current contracts;
- G. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
- H. The bidder is unable, financially or otherwise, to perform the work;
- I. A bidder is not authorized to do business in the state of Washington;
- J. Failure by the contractor to properly review the project documents and/or site;

**CITY OF TACOMA MODIFICATIONS TO THE  
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- K. The bid proposal was not received by the submittal deadline;
- L. The contractor fails to meet the LEAP or EIC requirements as described in these documents;
- M. Receipt of addenda is not acknowledged; or
- N. There are any other reasons deemed proper by the Owner.

**1.06 PRE-AWARD INFORMATION**

*Add the following new Section 1.06:*

Before awarding any contract, the Owner may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Owner requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Bid evaluation submittals related to the contractors ability to perform the work including experience on similar projects, project personnel and equipment, and financial resources, or
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

**PART 2 INSURANCE AND BONDS**

**2.01 CONTRACTOR'S LIABILITY INSURANCE**

*Replace the entire Section 2.01 with the following:*

Insurance shall be per the City's standard "City of Tacoma Insurance Requirements" provided in the Contract Forms section of the Project Manual.

**2.02 COVERAGE LIMITS**

*Replace the entire Section 2.02 with the following:*

Insurance shall be per the City's standard "City of Tacoma Insurance Requirements" provided in the Contract Forms section of the Project Manual.

**CITY OF TACOMA MODIFICATIONS TO THE  
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**2.03 INSURANCE COVERAGE CERTIFICATES**

*Replace the entire Section 2.03 with the following:*

Insurance shall be per the City's standard "City of Tacoma Insurance Requirements" provided in the Contract Forms section of the Project Manual.

**2.04 PAYMENT AND PERFORMANCE BONDS**

*Add the following to Section 2.04:*

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or payment bond. For contracts over \$150,000, a Payment Bond and Performance Bond shall be obtained by the Contractor utilizing the forms entitled "Payment Bond to the City of Tacoma" and "Performance Bond to the City of Tacoma" as found at the front of the Project Manual under "Contract Forms".

**2.06 BUILDER'S RISK**

*Replace the entire Section 2.06 with the following:*

Insurance shall be per the City's standard "City of Tacoma Insurance Requirements" provided in the Contract Forms section of the Project Manual.

**PART 3 TIME AND SCHEDULE**

**3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION**

*Delete Section 3.07 B – Actual Damages.*

**PART 5 PERFORMANCE**

**5.04 PREVAILING WAGES**

*Replace Section 5.04 G with the following.*

- G. Certified Payrolls: Consistent with WAC 296-127-320, the contractor and any subcontractor shall submit a certified copy of payroll records monthly. All certified payrolls must be filled with L&I's online reporting system consistent with RCW 31.12.120 with a copy of such fillings being provided to the City of Tacoma per and in accordance with the project documents unless specified by owner in writing. Any contractor or subcontractor failing to comply with this requirement will be in violation of RCW 39.12.050.

**5.14 AVAILABILITY AND USE OF UTILITY SERVICES**

*Delete Section 5.14 A – Owner to provide and charge for utilities.*

**CITY OF TACOMA MODIFICATIONS TO THE  
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**5.15 TESTS AND INSPECTIONS**

*Replace Section 5.15 A with the following.*

A. Testing and inspection of work:

Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

Owner will contract separately with an independent testing laboratory for code required special inspections, if applicable. Contractor shall give Owner timely notice of when and where special inspections are to be made.

**5.20 SUBCONTRACTORS AND SUPPLIERS**

*Delete Section 5.20 E – Automatic assignment of subcontracts.*

**PART 10 MISCELLANEOUS PROVISIONS**

**10.11 DIVERSE BUSINESS PARTICIPATION**

*Replace Section 10.11 with the following:*

The City of Tacoma requires participation by Diverse Businesses in its' contracts as supported by the City's Equity in Contracting office, Municipal code TMC 1.07.040, RCW chapters 39, 43, and WAC326. Refer to the City Programs section of the contract documents for specific project requirements.

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## PART 1 - GENERAL PROVISION

### 1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Day(s):" Unless otherwise specified, day(s) shall mean calendar day(s)."
- K. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. "Final Completion" means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. "Notice" means a written notice that has been delivered to the authorized representative or officer of the addressed party by registered or certified mail, or by email as a PDF attachment. Notices should clearly identify the project number and date of notice.

- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

## **1.02 ORDER OF PRECEDENCE**

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

1. Signed Public Works Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.
5. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.

- . Drawings. In case of conflict within the Drawings, large-scale drawings shall take precedence over small-scale drawings.
- 7. Signed and Completed Bid Form.
- 8. Instructions to Bidders.
- 9. Advertisement for Bids.

### 1.03 **EXECUTION AND INTENT**

Contractor Representations: Contractor makes the following representations to Owner:

1. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

## **PART 2 – INSURANCE AND BONDS**

### 2.01 **CONTRACTOR'S LIABILITY INSURANCE**

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.
  1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
    - a. Completed operations/products liability;
    - b. Explosion, collapse, and underground; and
    - c. Employer's liability coverage.

2. Automobile Liability Insurance: Automobile liability
- B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

## 2.02 COVERAGE LIMITS

### A. Insurance Coverage Certificates and Policies

The Contractor shall furnish acceptable proof of insurance coverage on the state of Washington Certificate of Insurance form SF500A, dated 07/02/92 or ACORD form, as well as copies of insurance policies.

### B. Required Insurance Coverages

1. For a contract less than \$100,000.00, the coverage required is:

- a. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.
- c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.
2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

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3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$4,000,000.00
Products – Commercial Operations limit	\$4,000,000.00
Personal and Advertising Injury Limit	\$2,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.
5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)
- a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

- i. Insurance certificate must state that the insurer is covering hazardous substance removal.
- ii. Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

### **2.03 INSURANCE COVERAGE CERTIFICATES**

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. List Project info: All insurance certificates shall name Owner’s Project number and Project title.
- C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.



## **2.04 PAYMENT AND PERFORMANCE BONDS**

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more.

No payment or performance bond is required if the Contract Sum is \$150,000 or less and the Contractor or General Contractor/Construction Manager agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.

## **2.05 ALTERNATIVE SURETY**

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if required by Owner.

## **2.06 BUILDER'S RISK**

- A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## PART 3 – TIME AND SCHEDULE

### 3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

### 3.02 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. Form of Progress Schedule: The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:
1. Date of Notice to Proceed;
  2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
  3. Utility Shutdowns;
  4. Interrelationships and dependence of activities;
  5. Planned vs. actual status for each activity;
  6. Substantial completion;
  7. Punch list;
  8. Final inspection;
  9. Final completion, and
  10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.



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- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

**3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE**

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
1. Cancel the written notice suspending the Work; or
  2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

**3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE**

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

### 3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
1. Acts of God or the public enemy;
  2. Acts or omissions of any government entity;
  3. Fire or other casualty for which Contractor is not responsible;
  4. Quarantine or epidemic;
  5. Strike or defensive lockout;
  6. Unusually severe weather conditions which could not have been reasonably anticipated; and
  7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

### 3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.

- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

### **3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION**

A. Liquidated Damages

1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

## **PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS**

### **4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW**

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

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- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions referred to A/E: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

#### **4.02 PROJECT RECORD**

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."
- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record to A/E before Final Acceptance: Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

#### **4.03 SHOP DRAWINGS**

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings by Contractor and A/E: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review.



Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

- C. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

#### **4.04 ORGANIZATION OF SPECIFICATIONS**

Specification organization by trade: Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

#### **4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS**

- A. A/E, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor

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on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

## **PART 5 – PERFORMANCE**

### **5.01 CONTRACTOR CONTROL AND SUPERVISION**

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, at no cost to the Owner for delay or any other claim, if Owner reasonably deems the superintendent incompetent, negligent, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. Noncompliance with the Owner's request to remove and replace the superintendent for a material reason shall also be grounds for terminating the Contract for cause.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, require

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Contractor to remove from the Work or Project site, at no cost to the Owner for delay or any other claim, any employee Owner reasonably deems incompetent, negligent, or otherwise objectionable. Noncompliance with the Owner's request to remove and replace personnel at any level for a material reason shall also be grounds for terminating the Contract for cause.

- E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

## 5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. ***Fees for these permits should not be included by the Contractor in his bid amount.***
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- D. Contractor to submit copies: The General Contractor shall submit copies of each valid permit required on the project to the Owner's representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

## 5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

## 5.04 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages or applicable Federal Wages: Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries (L&I). The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis

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Bacon Act that will be addressed in a separate "DIVISION 00 SPECIAL CONDITIONS" specification section that will be based on the specific requirements of the funding source.

- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the L&I, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the L&I, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the L&I. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the L&I where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with chapter 296-127 WAC, Contractor shall pay to the L&I the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the L&I for certification.
- G. Certified Payrolls: Consistent with RCW 31.12.120, contractors, subcontractors, or employers shall file a copy of its certified payroll records using the L&I' online system at least once per month. If the L&I' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the L&I in a format approved by the L&I at least once per month. A contractor, subcontractor, or employer's noncompliance with this section constitutes a violation of RCW 39.12.050.
- H. Compliance with Federal Funding requirements: If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act that will be addressed in a separate "DIVISION 00 SPECIAL CONDITIONS" specification section that will be based on the specific requirements of the funding source.

#### **5.05 HOURS OF LABOR**

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four



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calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

**5.06 NONDISCRIMINATION**

- A. Discrimination prohibited by applicable laws: The Contractor and all Subcontractors shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement
- B. During performance of the Work:
1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
  2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
  3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
  4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
  5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

**5.07 SAFETY PRECAUTIONS**

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:
1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
  2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction

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processes, and equipment required by all applicable state, federal, and local laws and regulations.

3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
  4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
  5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
    - a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
    - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
    - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
  2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
    - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);

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- b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
  - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
  - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
- 1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
  - 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

**5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS**

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner

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and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.

- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

**5.09 PRIOR NOTICE OF EXCAVATION**

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

**5.10 UNFORESEEN PHYSICAL CONDITIONS**

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.



**5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS**

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

**5.12 LAYOUT OF WORK**

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

**5.13 MATERIAL AND EQUIPMENT**

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Use of asbestos-containing building materials: The use of asbestos-containing building materials in new construction or renovation work is strictly prohibited. For the determination of asbestos-containing building materials, the following shall apply:
  - 1. Until January 1, 2025, asbestos deliberately added in any concentration that contains more than one percent asbestos by weight or area as determined using the United States environmental protection agency method for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.
  - 2. Following January 1, 2025, asbestos building material deliberately added in any concentration that contains more than 1/10th of one percent asbestos by weight or area for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.
- C. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall

not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.

- D. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

#### 5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

#### 5.15 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
  2. Relieve Contractor of responsibility for providing adequate quality control measures;
  3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
  5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.

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- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

**5.16 CORRECTION OF NONCONFORMING WORK**

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.

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- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

#### 5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

#### 5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

#### 5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

#### 5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;



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3. If applicable, have:
    - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
  5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
  6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the L&I or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
- B. Provide names of Subcontractors and use qualified firms: Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions. Substitutions of subcontractors listed on Forms A and B are only allowable according to RCW 39.30.060.
- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:

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1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

## 5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
  2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
  3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
  4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

## 5.22 INDEMNIFICATION

- A. Contractor to indemnify Owner: Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. Sole negligence of Contractor: The sole negligence of Contractor or any of its Subcontractors;
  2. Concurrent negligence: The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
  3. Patent infringement: The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

## PART 6 – PAYMENTS AND COMPLETION

### 6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

### 6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

### 6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
  - 1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
  - 2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
  - 3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
  - 4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

#### **6.04 PROGRESS PAYMENTS**

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in chapter 39.76 RCW.

#### **6.05 PAYMENTS WITHHELD**

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
  1. Non-compliant Work: Work not in accordance with the Contract Documents;
  2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
  3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;



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4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
  5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

**6.06 RETAINAGE AND BOND CLAIM RIGHTS**

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

**6.07 SUBSTANTIAL COMPLETION**

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

**6.08 PRIOR OCCUPANCY**

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

**6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT**

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.

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- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

## **PART 7 – CHANGES**

### **7.01 CHANGE IN THE WORK**

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. Owner may request COP from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. COP negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from

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Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.

- F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization work until that work has been incorporated into an executed Change Order.

## **7.02 CHANGE IN THE CONTRACT SUM**

### **A. General Application**

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
  - (a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
  - (b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that



occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- (c) Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
- (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
- . Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
  - (a) Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
  - (b) Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
  - (c) Time and Materials: On the basis of time and material as determined in paragraph 7.02D.
- 4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

**B. Change Order Pricing – Fixed Price**

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

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1. Breakdown and itemization of details on COP: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. Markups on additive and deductive Work: The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
  - a. lump sum labor;
  - b. lump sum material;
  - c. lump sum equipment usage;
  - d. overhead and profit as set forth below; and
  - e. insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
  - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
    - (1) Basic wages and benefits: Hourly rates and benefits as stated on the L&I approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
    - (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the L&I.

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- (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
  - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
  - (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
- b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
- (1) The National Electrical Contractors Association for equipment used on electrical work.
  - (2) The Mechanical Contractors Association of America for equipment used on mechanical work.
  - (3) The EquipmentWatch Fleet Manager Estimator Package (digital). The maximum rate for standby equipment shall not exceed that shown in the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement, current edition on the Contract execution date.
- The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.
- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:
- (1) 3% for Contractor: For Contractor, 3% of direct labor costs.
  - (2) 5% for Subcontractors: For Subcontractors, 5% of direct labor costs.
- Expendables and consumables supplies directly associated with the change in Work must be itemized.
- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:
- (1). Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
  - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
  - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
  - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
  - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- (2). Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
  - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
  - (c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
  - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

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- (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.
  - (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
- (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
  - (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

**C. Change Order Pricing – Unit Prices**

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
  - a. Scope: Scope of work to be performed;
  - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
  - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
  - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
  - b. Leave access as appropriate for quantity measurement; and
  - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:



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- a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
- b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

**D. Change Order Pricing – Time-and-Material Prices**

- 1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
  - a. Scope: Scope of Work to be performed;
  - b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
  - c. Reimbursement limit: Cost limit of reimbursement.
- 2. Contractor responsibilities: Contractor shall:
  - a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
  - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
  - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
  - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
  - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
  - a. Timesheets: Labor detailed on daily time sheets; and
  - b. Invoices: Invoices for material.

**7.03 CHANGE IN THE CONTRACT TIME**

- A. COP requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of

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performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
  2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
  3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
  4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
  2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;

3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
  - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
  - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;
  - c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
  - d. Insurance premiums: cost of insurance extended because of the delay;
  - e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

## PART 8 – CLAIMS AND DISPUTE RESOLUTION

### 8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
  1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
  2. Dates: The date on which facts arose which gave rise to the Claim;
  3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
  4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;



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5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
  6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
  7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
  8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
  9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
  2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

## **8.02 ARBITRATION**

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or

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mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
  2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

### **8.03 CLAIMS AUDITS**

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
  2. Collective bargaining agreements;
  3. Insurance, welfare, and benefits records;
  4. Payroll registers;
  5. Earnings records;
  6. Payroll tax forms;
  7. Material invoices, requisitions, and delivery confirmations;
  8. Material cost distribution worksheet;
  9. Equipment records (list of company equipment, rates, etc.);
  10. Vendors', rental agencies', Subcontractors', and agents' invoices;

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11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
  12. Subcontractors' and agents' payment certificates;
  13. Cancelled checks (payroll and vendors);
  14. Job cost report, including monthly totals;
  15. Job payroll ledger;
  16. Planned resource loading schedules and summaries;
  17. General ledger;
  18. Cash disbursements journal;
  19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
  20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
  21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
  22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
  23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
  24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

## **PART 9 – TERMINATION OF THE WORK**

### **9.01 TERMINATION BY OWNER FOR CAUSE**

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:

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1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
  2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
  3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
  4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
  5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
  6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
  7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
  2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
  3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

## 9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
  2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
  3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
  4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
  5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
  6. Continue performance not terminated: Continue performance only to the extent not terminated
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

## PART 10 – MISCELLANEOUS PROVISIONS

### 10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

### 10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security



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purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

**10.03 MEANING OF WORDS**

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

**10.04 RIGHTS AND REMEDIES**

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

**10.05 CONTRACTOR REGISTRATION**

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

**10.06 TIME COMPUTATIONS**

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

**10.07 RECORDS RETENTION**

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

**10.08 THIRD-PARTY AGREEMENTS**

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

**10.09 ANTITRUST ASSIGNMENT**

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner

under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

#### **10.10 HEADINGS AND CAPTIONS**

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

#### **10.11 DIVERSE BUSINESS PARTICIPTION**

The state of Washington encourages participation in all of its contracts by Diverse Businesses as found in RCW Chapters 39, 43, and WAC 326. The voluntary Diverse Business goal of 26%, which is an aggregate of: 10% Minority Business Enterprises (MBE), 6% Women Business Enterprises (WBE), 5% Veteran-owned Business, and 5% Washington Small Businesses self-identified in the Washington Electronic Business Solution (WEBS). Contractors are encouraged to meet or exceed the project goals in the advertisement by any level of participation, regardless of category.

DES reserves the right to adjust the voluntary participation goals.

Businesses are encouraged to register in WEBS, as well as registering as a state certified M/WBE/Veteran Business.

For reporting, Contractor is required to register and create an account in the DES Public Works Diversity Tracking & Management System powered by B2GNow.

Every month for the duration of your contract, and while your contract is active in the DES Public Works Diversity Tracking & Management System, submit and accurately maintain the following information:

1. Payments received by the prime contractor from the Agency
2. Payments paid to each first tier subcontractor
3. Payments paid to each first tier supplier

You must also ensure the following information is reported in the DES Public Works Diversity Tracking & Management System by your first tier subcontractors and suppliers for the duration of your contract:

1. Confirmation of payments from the prime contractor to the first tier subcontractor
2. Confirmation of payments from the prime contractor to first tier suppliers

#### **10.12 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION**

In accordance with RCW 39.04.320, the State of Washington requires 15% apprenticeship participation for projects estimated to cost one million dollars or more. Contractors who meet or exceed minimum participation requirement are eligible for monetary incentive. Contractors failing to meet minimum apprenticeship participation requirement are subject to monetary penalty.

- A. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- B. Bidders may contact the L&I to obtain more information about apprenticeship programs.

- C. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.
- D. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

**10.13 SPECIAL CONDITIONS**

The Owner may have Federal Funding or other special requirements for this project. If applicable, the Contractor will be required to comply with the "DIVISION 00 SPECIAL CONDITIONS" section in the specifications that will be based on the specific requirements of the funding source.



**DIVISION 01**  
**GENERAL REQUIREMENTS**

**SECTION 00 01 10**  
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**SPECIFICATIONS**

**. DIVISION 01 – GENERAL REQUIREMENTS**

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## **SECTION 01 11 00**

### **SUMMARY OF WORK**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General Conditions, Modifications to the General Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

##### **1.02 SECTION INCLUDES**

- A. Summary of Work, including:
  - 1. Project Description
  - 2. Contract Method
  - 3. Permit Conditions
  - 4. Objection to Application of Products
  - 5. Existing Information
  - 6. Completion Time
  - 7. Contractor's Use of Building and Site
  - 8. Construction Documents

##### **1.03 PROJECT DESCRIPTION**

- A. The work of the project is defined by the Contract Documents and generally consists of the following:

**Police Fleet HVAC Replacement** – consists of replacing the 14 existing natural gas fired rooftop mounted HVAC air handling units noted in the plans and specifications prepared by Hultz BHU Engineers. This replacement shall include the upgrade of the building's electrical system to support the 14 HVAC Unit replacement in the base bid and the eventual replacement of the remaining 16 rooftop HVAC units as displayed in the attached plans and specifications as a bid alternate. In addition this upgraded electrical system shall also support the installation of 6 level 2 EV chargers and 1 level 3 EV charger in the future at this facility.

- i. Removal, recycling, and disposal of all existing HVAC equipment to be replaced per the plans and specifications.
  - ii. Provision and installation of all new HVAC units per the plans and Specifications.

- iii. Integration, provision, installation, and alteration of new and existing Allerton HVAC controls.
  - iv. The modification, installation, and repair of new or existing roof curbing
  - v. The modification, addition, or repair of roofing per the specifications and roofing manufacture recommendations.
  - vi. Electrical system upgrades per the plans and specifications.
  - vii. The provision of a licensed plumber for all required plumbing work.
- B. Provide materials, labor, equipment, temporary facilities and construction expertise as required to complete the Project as shown in the Contract Documents.
- C. Contractor represents that he has carefully examined prior to bidding, Contract Documents and site conditions, and understands the character, quality and quantity of work called for and conditions affecting the Contract Work.

#### **1.04 CONTRACT METHOD**

- A. Construct the Work under a guaranteed single fixed-price Contract.
- B. The General Contractor is responsible for coordinating, understanding and directing the work of trades involved in the project.
- C. General Contractor is responsible for coordinating and scheduling work of each subcontractor to expedite progress of the Project. Cooperate and coordinate with any other separate Contractors under Contract with the Owner. The Contractor shall involve the City's assigned Project Manager in all communication with the tenant department where work is occurring, and shall to the extent possible conduct all such communication through the City's Project Manager throughout the project.
- D. The General Contractor shall not make changes, or modifications to the scope of work, or any alteration to the scope set forth in the attached plans and remaining specifications without the consent of the City's assigned Project Manager. Such consent shall be communicated by the City's assigned Project Manager in writing. The Contractor shall not accept on-site direction from tenant department staff as approval, acceptance, or agreement to any modification or scope of work changes to any portion of the work herein described, as authorization for any such modification or alteration. Upon such requests the General Contractor shall direct tenant department staff to contact the City's assigned Project Manager directly, and that no changes can be made without the Project Manager's approval per the specifications stated herein.

#### **1.05 PERMIT CONDITIONS**

- A. Conform to permit conditions and requirements imposed by authority(s) having jurisdiction.
- B. The Owner will obtained the Commercial Mechanical permits for the proposed work. The General Contractor is responsible for obtaining all other permits, including but not limited to plumbing, electrical, roadway or sidewalk closure, and barricade permits for site dumpsters.

- C. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction. Contractor is responsible for coordinating and paying for the cost of any special permit requirements for staging and delivery of materials within the right-of-way.

#### **1.06 OBJECTIONS TO APPLICATION OF PRODUCTS**

- A. Subcontractors and suppliers submitting a bid for this Project shall thoroughly familiarize themselves with specified products and installation procedures and submit any questions or substitutions (in writing). Submittal of Bid constitutes acceptance of products and procedures specified.

#### **1.07 EXISTING INFORMATION**

- A. Subcontractors and suppliers are encouraged to familiarize themselves with existing site conditions prior to bidding. Submit any questions or substitutions (in writing). Submittal of Bid constitutes acceptance of products and procedures specified.

#### **1.08 COMPLETION TIME**

- A. Time is of the essence, the Owner needs this project completed within the times listed. Provide the necessary management, equipment and manpower, including any overtime, double-shifting or special work schedules, required to achieve completion of the Project within the times listed in the following Completion Schedule.
- B. Substantial Completion for this project will be considered to have been achieved when all of the Work shown on the drawings has been satisfactorily completed in accordance the Contract Documents and an Occupancy Permit (or Temporary Occupancy Permit or final permit sign off) has been issued by the City. Minor punch list items may be completed after Substantial Completion date within the time frame listed in the Completion Schedule. The Contractor shall provide written notice, three (3) days prior to anticipated substantial completion date.
- C. **Anticipated Construction Completion Schedule:**
  - 1. Substantially complete all the work within 100 Calendar Days (estimated 3.5 months) after the Notice to Proceed.
  - 2. **Anticipated Notice to Proceed:** late August 2023
  - 3. **Anticipated Substantial Completion Date:** early December 2023
- D. Early completion of the Work is allowed provided that the Owner shall not be obligated for any costs associated with delays to the Contractor's accelerated schedule which are within the stipulated contract completion schedule above.

## **1.09 CONTRACTOR'S USE OF BUILDING AND SITE**

- A. The Contractor has direct responsibility for and control of the Contractor occupied construction areas for the duration of the Project, subject to this Section.
- B. Contractor's Use of Site: Limit use of the site for work, storage and access only as required to achieve work of this contract. Contractor shall maintain a clean and secure site.
  - 1. Owner will not reserve parking stalls for the Contractor's use to park equipment and store materials.
  - 2. Owner will not reserve parking stalls for the Contractor's or subcontractor's vehicles.
- C. Contractor's Materials / Equipment: Limit storage of materials and equipment to within Contractor occupied construction areas.
- D. Construction Facilities and Temporary Controls: Refer to Section 01 50 00.
- E. Emergency Vehicle Access: Maintain access roadway and fire lanes on site for use by emergency vehicles. Coordinate requirements with local authority having jurisdiction.
- F. Access Routes to Construction Areas: Contractor shall maintain site access routes in a clean and safe manner free of construction materials, debris and dirt. Maintain access to existing walkways, sidewalks, parking spots, entrances, and other adjacent occupied or used facilities. Do not close or obstruct walkways, sidewalks, parking spots, entrances, or other occupied or used facilities without written approval of authorities having jurisdiction.
- G. Public Safety: Contractor is responsible for performing a safety analysis for the construction work on the project site and shall:
  - 1. Implement and enforce conclusions from safety analysis for duration of project.
  - 2. Maintain site and building in a manner that prevents any unsafe or potentially unsafe condition.
- H. Construction Areas: Monitor to prevent unauthorized persons from entering during construction work. After work hours remove ladders and tools.
  - 1. Contractor shall assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

- I. Owner Occupancy During Construction: Owner will occupy site and existing building during entire construction period, EXCEPT the Owner will provide access to areas of the building as needed for Contractor to complete work to the extent possible for continued operation of the building. Contractor shall coordinate in advance with owner for access to areas of work to be performed. It is understood that some level of Police and Fleet Department operations will continue throughout the construction process.
  - 1. Contractor to provide temporary barriers to separate areas of work for security and safety.
  - 2. Coordinate with City's assigned Project Manager during construction operations to minimize conflicts and facilitate Owner usage.
  - 3. Perform the Work so as not to interfere with Owner's day-to-day operations.
  - 4. Maintain existing exits at all times.
- J. Noise: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruptions with the Owner. Contractor work hours and noise levels shall comply with Tacoma Municipal Code, Chapter 8.122 – Noise Enforcement.
  - 1. Construction and demolition activity which exceeds the noise limits of Tacoma Municipal Code Section 8.122.060(a) is not allowed between 9pm and 7am on weekdays.
  - 2. Construction and demolition activity which exceeds the noise limits of Tacoma Municipal Code Section 8.122.060(a) is not allowed between 9pm and 9am on weekends and federal holidays.
- K. Contractor shall provide a site-specific safety plan.

#### **1.10 CONSTRUCTION DOCUMENTS**

- A. Contractor is responsible for posting any addendums in the Contract Drawings and Project Manual.
- B. The General Contractor is responsible for costs to reproduce the Construction Documents.

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 – EXECUTION (Not Used)**

#### **END OF SECTION**

## **SECTION 01 12 00**

### **PERMITS AND FEES**

#### **PART 1 - GENERAL**

##### **1.01 PERMITS PAID FOR BY OWNER**

- A. The Owner will pay for the primary Commercial Mechanical Permit (and its related plan check fee) as issued by the City of Tacoma and is outside of the contract. Do not include the cost of this permit in the bid. The Owner has previously submitted the construction documents to the City of Tacoma and anticipates receiving Commercial Mechanical permit approval soon.

##### **1.02 PERMITS PAID FOR BY CONTRACTOR**

- A. Contractor is responsible to acquire and pay for all other permits and fees required by all other agencies having jurisdiction. These may include: electrical, plumbing permits and dumpster or right of way permits.

##### **1.03 PERMIT RECORDS**

- A. Maintain notebook on site with copies of all permits and inspection reports. Include same in Maintenance and Operation Manuals furnished at conclusion of project.

##### **1.04 UTILITY SERVICE CONNECTION FEES PAID FOR BY OWNER (Permanent)**

- A. The Owner will pay directly for fees required for all permanent service connections to utilities (natural gas, electricity, water, sewer, telecommunications). Make all final connection application(s) required, advise Owner when connection fee is ready for payment, and notify Owner of all pertinent permit payment details so that payment can be made.

##### **1.05 UTILITY SERVICE CONNECTION FEES PAID FOR BY CONTRACTOR (Temporary)**

- A. Pay for all utility service connection fees required by utility vendors that are required for temporary use during the course of construction.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



## **SECTION 01 22 00**

### **UNIT PRICES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for unit prices and allowances.

##### **1.02 UNIT PRICING**

- A. A unit price is stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
  - 1. There are no unit prices requirements specified for this project.

##### **1.03 PROCEDURES**

- A. Unit prices include all necessary equipment, labor, materials including cost for delivery, installation or removal, disposal, insurance, applicable taxes, overhead, and profit.
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 01 25 00**

### **SUBSTITUTION PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Division 00 - Bid Period Forms – Substitution Request Form
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.

##### **1.2 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION**

##### **3.1 GENERAL REQUIREMENTS**

- A. Furnish and install products in accordance with options and conditions for substitutions stated in this Section.
  - 1. Where specified only by performance or reference standards, select a product meeting standards by any Manufacturer.
  - 2. Where specified by naming several products or Manufacturers, select any product and Manufacturer named.
  - 3. Where specified by naming one or more products, but indicating "or approved" or similar wording after specified listing, select specified product or submit Request for Product Substitution on attached form.
  - 4. Where specified by naming only one product and Manufacturer, there is no option, and no substitution will be allowed.

##### **B. SUBSTITUTIONS (PRIOR TO BID DATE)**

- 1. Prior to Bid Date, substitution requests shall be submitted utilizing the form provided under "Bid Period Forms" to the Senior Buyer. Substitution requests must be received no later than the date specified on the "Substitution Request Form" to be included in an addendum:
  - a. Submit electronic copy of request for substitution for consideration. Limit each request to one proposed substitution.
  - b. Requests received after the due date will not be reviewed or considered regardless of cause. No request for approval will be considered unless submitted in accordance with this Section.
  - c. Bidders will be notified by written Addendum of materials and products approved for use in addition to those specified. No other form of approval,

including verbal or implied, is acceptable as indicator of accepted Substitution Requests.

**C. SUBSTITUTIONS (AFTER AWARD OF CONTRACT)**

1. After award of the Contract, the Owner may, at their option, consider certain other substitutions submitted in accordance with requirements of this Section. Indicate one or more of the following reasons for request:
  - a. Substitution is required for compliance with final code interpretation requirements, or insurance regulation.
  - b. Specified product is unavailable through no fault of Contractor.
  - c. Subsequent information discloses specified product unable to perform properly or fit designated space.
  - d. Manufacturer or fabricator refuses to certify or guarantee performance of specified product, as required.
  - e. Substitution saves substantial cost, time. (Submit accurate cost and/or time data for proposed substitution in lieu of product specified.)

**D. In making request for Substitution, Manufacturer/Contractor represents:**

1. It has personally investigated proposed product and, in his opinion, it is equal or superior in all respects to that specified.
  - a. Substantiate whenever requested by Architect or Engineer.
2. It will coordinate installation of accepted substitution into the Work and guarantees to complete it in all respects.
3. It has identified any and all changes, if any, required to other portions of the Work as a result of the proposed product.
4. It will provide the same or an improved guarantee for the proposed substitution as for the specified product.
5. It waives all claims for additional costs related to the proposed substitution that consequently become apparent.
6. It agrees to pay all of the Owner's additional costs related to the proposed substitution that consequently become apparent, such as redesign expenses, utility and service relocations, etc.
7. Cost data is complete and includes all related costs under its Contract, but excludes:
  - a. Cost under separate Contractors.
  - b. Design Consultants' redesign, unless designated.
8. Substitutions will not be considered if:
  - a. They are indicated or implied on Shop Drawings or other submittals without proper submittal on attached Form.
  - b. Acceptance will require substantial revisions of Contract Documents.

9. Contractor shall pay Architect or Engineer and his Consultants for time required to review substitutions, if requested.
10. Architect or Engineer is sole judge of suitability of substitution and decision is final.

### **3.2 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

**END OF SECTION**

## **SECTION 01 26 00**

### **CONTRACT MODIFICATION PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 GENERAL**

- A. Changes to and/or clarifications of the Work may be initiated by a Request for Information, Architect's or Engineer's Supplemental Instruction, Construction Change Directive, or a Change Order.
- B. A monetary change to the Contract Sum is only implemented by a Change Order.

##### **1.2 DOCUMENTATION OF COSTS**

- A. Unit prices noted on the Bid Form shall include all overhead, profit and related costs. Adjustments shall be made in accordance with General Conditions. The Contractor shall document quantities used.
- B. All actual or proposed costs, whether initiated by a Change Order Proposal or Construction Change Directive, shall be summarized on forms acceptable to the Owner, with all necessary substantiating documentation attached thereto. Contractor and Subcontractors of all tiers shall submit Change in the Work Summary Calculation Sheets, Forms A and B, respectively.
- C. Estimates of Not-to-Exceed costs may only be used for the purpose of expediting the Work.
- D. The Owner reserves the right to request notarized time sheets, invoices and other documentation as necessary to protect the public interest.
- E. The Contractor's quotations shall be valid for 60 days.

##### **1.3 CHANGES TO CONTRACT TIME**

- A. The Contractor shall make every effort to comply with the Contract Dates of Substantial and Final Completion.
- B. The Contractor may not make claim for costs or losses associated with the use of float time, if any, between anticipated completion dates and the Contract Dates of Substantial and Final Completion.
- C. Only impacts on critical path activities which can be documented as delaying the Contract Date of Substantial Completion shall be considered for changes in the Contract Time. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact;

and could not have been avoided by resequencing of the Work or other reasonable alternatives.

#### **1.4 REQUEST FOR INFORMATION (RFI)**

- A. Prepared by Contractor and distributed to Owner and Architect.
- B. Form provided by Architect, or on a form approved by the Owner and the Architect.
- C. Response provided by Architect.
- D. Distributed by the Owner following acceptance of Architect response.
- E. Contractor must either:
  - 1. Proceed upon receipt of response if no cost impact, or,
  - 2. Submit a statement of cost impact within 7 days of receipt of response.
    - a. If cost impact is justified, Owner shall issue a CCD and/or COP.
    - b. If cost impact is not justified, Owner will issue a Notice to Proceed, directing the Contractor to proceed with the Work in question, with no change to the Contract Sum.
- F. RFIs and responses to RFIs shall be numbered consecutively. RFIs reissued for additional clarification or information shall be given decimal extensions (e.g. 12.1).
- G. Responses shall be recorded weekly on record drawings and specifications.

#### **1.5 ARCHITECT'S SUPPLEMENTAL INSTRUCTION (ASI)**

- A. Prepared by Architect or Engineer.
- B. Form provided by Architect or Engineer.
- C. No change in time or cost as determined by Architect or Engineer.
- D. Acceptance by Owner required prior to issuance to Contractor.
- E. Transmitted to Contractor for signature.
- F. Contractor must either:
  - 1. Proceed upon receipt.
  - 2. Submit a statement of cost impact within 7 days of receipt.
    - a. If cost impact is justified, Owner shall issue a CCD and/or COP.
    - b. If cost impact is not justified, Owner will issue a Notice to Proceed, directing the Contractor to proceed with the work in question, with no change to the Contract sum.

- G. Architect's or Engineer's Supplemental Instructions shall be numbered consecutively. Reissued ASIs shall be given decimal extensions (e.g. 17.1).
- H. Changes shall be recorded weekly on record drawings and specifications.

#### **1.6 CONSTRUCTION CHANGE DIRECTIVE (CCD)**

- A. Issued by Owner in response to:
  - 1. An unresolved Architect's or Engineer's Supplemental Instruction.
  - 2. The absence of agreement on Change Order Proposal costs submitted by Contractor.
  - 3. The need to expedite the work and avoid delays.
- B. Form provided by Architect or Engineer.
- C. Signed by Owner.
- D. Contractor must proceed immediately with the work identified in the CCD.
- E. Method of adjustment of the Contract Sum shall be determined per General Conditions.

#### **1.7 CHANGE ORDER PROPOSAL (COP)**

- A. Issued by Owner and distributed to Contractor and Architect.
- B. May be initiated by Contractor by submitting a written notice to Owner indicating justification and proposed cost impact.
- C. Contractor must provide cost data and substantiating documentation within 14 days of receipt of COP.
- D. All costs must be summarized on the forms provided by the Owner, utilizing the fees indicated.
- E. Direct costs of labor and fringe benefits shall be limited to the amounts shown in Statements of Intent to pay Prevailing Wages. Additional labor burden costs shall be limited to actual costs substantiated in writing by the Contractor and approved by the Owner and Architect or Engineer.
  - 1. All indirect costs, including but not limited to such items as insurance, taxes, (except Sales Tax), general conditions, small tool allowance, plant and equipment costs, and the like, shall be included in the fees as provided for on the forms, which shall not exceed the percentages specified in the General Conditions.
- F. Prime Contractor Change Order Proposal provided to the Owner, must be submitted together with all necessary substantiating documentation.

- G. Each subcontractor or sub-subcontractor of any tier must prepare and submit, through the Contractor, all of its costs together with all necessary substantiating documentation.
- H. Architect or Engineer makes recommendation.
- I. Owner accepts or rejects:
  - 1. Owner prepares Change Order, or,
  - 2. Owner requests additional cost data, and/or issues CCD.
  - 3. Owner may issue Notice to Proceed to expedite Work.
- J. Accepted and signed COP is binding on both Owner and Contractor. It is the Notice to Proceed and authorization to do the work as soon as practical.
- K. COPs shall be numbered consecutively. Reissued COPs shall be given decimal extensions.
- L. Changes shall be recorded on record drawings and specifications.

#### **1.8 CHANGE ORDER (CO)**

- A. Prepared by Owner.
- B. May include several COPs or CCDs.
- C. Shall be signed by Contractor as soon as practicable.
- D. Change Orders shall be numbered consecutively.
- E. Changes shall be marked on record drawings and specifications.
- F. Costs May be included in Applications for Payment only following approval of the Change Order by the Board of Directors.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

#### **END OF SECTION**



## **SECTION 01 29 00**

### **APPLICATION FOR PAYMENT**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Division 0 (Bidding & Contract Requirements) – Section E. City Programs: LEAP Requirements
- B. Section 01 26 00 – Contract Modification Procedures
- C. Section 01 78 00 - Closeout Submittals: Project record documents.

##### **1.02 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Procedures for preparation and submittal of application for final payment.

##### **1.03 SCHEDULE OF VALUES**

- A. Forms: Use AIA G703 or other form agreed to by the Engineer or Architect & Owner for the Schedule of Values.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer or Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values electronically within 15 days after the Notice to Proceed.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization, bonds and insurance, and Contractor's General Conditions.
  - 1. Provide additional breakdown of line items if requested by the Architect or the Owner's Representative.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

##### **1.04 PRIOR TO APPLICATION FOR PROGRESS PAYMENT**

- A. Submit Contractor's Construction Schedule for information and Submittal Schedule.
- B. Submit a list of all Subcontractors and Suppliers.
- C. City of Tacoma LEAP Program Documentation Forms.

##### **1.05 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit monthly.
- B. Forms: Use modified AIA G702 or other form provided by or agreed to by the Engineer or Architect & Owner for Applications for Payment.
  - 1. Application for Payment must identify sales tax as a separate item.

- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect or Engineer for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
  - 1. Stored Materials: Requests for payment on materials stored shall be for materials properly stored on the site. Materials stored off-site may be included subject to the following conditions:
    - a. A paid invoice from Supplier is provided.
    - b. Materials are stored in a secure facility.
    - c. Contractor and its bonding company accepts total responsibility for the stored materials.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.
- J. Include the following with the application:
  - 1. Transmittal letter as specified for submittals in Section 01 30 00.
  - 2. Partial release of liens from major subcontractors and vendors.
  - 3. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question.
- L. Submit City of Tacoma LEAP Program Documentation Forms.

#### **1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 78 00.
  2. Satisfactory completion of the following:
    - a. Ensure that unsettled claims will be settled. Receipt by the Owner of General Release of Liens.
    - b. Receipt by the Owner of proof of all project tax payments to the State of Washington Department of Revenue and Department of Labor and Industries for the entire length of the project.
    - c. Receipt by the Owner of release by the Washington State Employment Security Department.
    - d. Receipt by the Owner of all approved Affidavit of Wages Paid.
    - e. Punch list items complete and accepted.
    - f. Contract closeout document submittals received and accepted.
    - g. Original documentation of all required permits signed off by Authorities Having Jurisdiction.
    - h. Submittal of Operating and Maintenance Data.
    - i. LEAP Program Documentation Forms.
- C. Retainage payment will be made separately. Once all completion and release forms have been received, the retainage payment may be released and a Final Acceptance Letter issued by the Owner.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01 31 00**

### **PROJECT MANAGEMENT AND COORDINATION**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Administrative and Procedural Requirements for:
  - 1. Project Management
  - 2. Coordination
  - 3. Variations, revisions and clarifications
  - 4. Request For Information
  - 5. Preconstruction conference
  - 6. Progress meetings

##### **1.02 PROJECT MANAGEMENT**

- A. General: Provide direct, effective, experienced, cooperative, team-oriented, hands-on management of the Work including the daily construction operations on the project site and that part of the Work that the Contractor chooses to delegate to Subcontractors / Suppliers.
  - 1. Project management personnel shall be employees of the Contractor and shall not be subcontracted, or delegated to others.
  - 2. Failure to provide the specified project management personnel is a breach of Contract and subject to Owner's termination of Contract for cause.
  - 3. Site Management Personnel: This Project requires a minimum of one (1) project management personnel on the Project site as follows:
    - a. Superintendent on site full time.
    - b. The management personnel listed herein are minimums and shall not be construed as limiting the Contractor from employing additional or other types of management personnel.
- B. SUPERINTENDENT: Employ a Project Superintendent to oversee, direct, and manage the construction of the Work and including, but not limited to, the following minimum characteristics and responsibilities:

1. A good communicator, organized, effective and capable of managing multiple tasks, difficult personalities and tight deadlines without losing self-control or management effectiveness.
2. Trained, knowledgeable and experienced in jobsite safety and shall be responsible for managing safety issues on site in conformance with Federal, State and Local regulations.
3. Superintendent shall become thoroughly familiar with the requirements of the Contract Documents before work is started.
4. Responsible for executing the Work in conformance with the Construction Schedule specified in Section 01 3215 so that Project is completed on time.
5. Oversee and direct the work of Subcontractors and suppliers and confirm they are conforming to the requirements of the Contract Documents.
6. Jointly with the Project Engineer, coordinate the Work of this project as specified under "Coordination" in this section.
7. Responsible for determining the means and methods used to execute the Work.
8. Responsible for managing and controlling the quality of the Work (including work by Subcontractors) in conformance with the Contract Documents and good construction practice.
9. Responsible for coordinating with the local Building Department and Building Inspector(s) inspections and requirements.
10. Responsible for coordinating the final inspections required by Authorities having jurisdiction required for issuance of the Certificate of Occupancy.
11. Responsible for inspecting the work and preparing the Contractor's Punch List as specified in Section 01 7800.

#### **1.04 COORDINATION**

- A. General: Coordinate the Work and construction operations required in different sections of the Specifications:
  1. Ensure efficient and orderly installation of each part of the Work.
  2. Coordinate different work and trades that depends on each other for proper installation, connection, and operation.
  3. No additional compensation will be approved for extra work incurred through the lack of cooperation and coordination.

- B. Coordination Planning and Administration: Plan out the Work in advance and anticipate the interrelationships between each subcontractor and their relationship to the overall Project.
1. Provide the leadership, direction and decisions necessary to prevent subcontractor and supplier problems and disputes from affecting the project schedule or the quality of the work.
  2. Coordinate scheduling, submittals, and Work of the various sections of Specifications to assure proper, efficient and orderly sequence of preparation and installation of interdependent construction elements, with provisions for accommodating items installed later.
  3. Hold coordination meetings with each trade to determine Work requiring coordination with other trades / sections.
  4. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordination Drawings: Before materials are fabricated or Work begun, prepare coordination drawings including plans, elevations, sections and other details as required to clearly define relationships between Work sharing the same space / area, or installed within or passing through Work by other trades so as to avoid any conflicts.
1. Calculate, backcheck and lay out the horizontal dimensions in conformance with the design concept indicated on the Drawings.
  2. Consult with Owner whenever available space or conditions do not permit any element of the Work to be accomplished in conformance with the design concept indicated on the Drawing.
  3. When requested by Owner, provide copy of coordination drawings; submit with any Request for Information involving coordination issues.
  4. Distribute coordination drawings to affected Subcontractors / suppliers.
- D. Subcontractor Coordination: Provide direct supervision and coordination of each Subcontractor and each part of the Work; require each Subcontractor to coordinate their portion of the Work and provide their requirements for coordination of their Work with other related Work.
1. Schedule such work so as to prevent delays in dependent work and so that related work will progress together.
  2. Fully inform each trade or Subcontractor of the relation of its work to other work, and require each to make necessary provisions for the requirements of such other work.

3. Do not delegate Subcontractor coordination responsibility to any subcontractor.
- E. Sequence of Work Coordination: Coordinate the Work of trades and other sections to ensure that elements of the work are installed in their proper sequence, without the need for unplanned modifications to work already installed.
- F. Completion and Closeout Coordination: Coordinate the efficient completion and closeout of the Work by each Subcontractor.
1. Coordinate completion and cleanup of Work of separate trades in preparation for Completion.
  2. After substantial completion, coordinate access to site for correction punch list items; minimize disruption to the building occupants if applicable.
- G. Existing Conditions Coordination:
1. Lay out and mark existing utilities requiring protection or which remain operational or active during construction, to prevent any accidental damage or disruption of building services during this Project.
- H. Coordination With Owner:
1. Cooperate with the Owner to resolve any scheduling or construction coordination concerns or problems that arise during the course of this Project and coordinate the work accordingly to minimize the disruption to the Owner and to the construction schedule.
  2. Schedule shutdowns of existing equipment, utilities and building systems with the Owner, refer to Section 01 5000 for requirements.
  3. Coordinate with the Owner for the scheduling of any construction activities that could potentially disturb or threaten the life safety of any building occupants involving the building structure, chemical fumes and smells, noise, change of exiting or access, blocking of any site path or road, or that could potentially result in disruption or damage to any existing utility or building system. Work that involves any of these potential disturbances, poses a threat to life safety, or involves any element of risk to building occupants shall be subject to the Owner's direction to accomplish this work at a time when the building is not occupied.
  4. Coordinate with and follow Owner's security procedures and requirements to maintain building and area / room security throughout the Project.
  5. Coordinate deliveries in advance with the Owner. Schedule delivery times so that Owner's use of the site is not hindered.

#### **1.05 VARIATIONS, REVISIONS AND CLARIFICATIONS**

- A. Variations, revisions and clarifications to the work not involving an adjustment to the Contract Sum or Contract Time will be confirmed in writing. These written confirmations may be included in the project minutes, memos to the Contractor and Owner, e-mail correspondence, or in answers to written Requests for Information (RFI).

#### **1.06 PRECONSTRUCTION CONFERENCE**

- A. Owner will schedule a preconstruction conference at start of construction.
- B. Attendance Required: Contractor, Owner and Architect / Engineer.
- C. Agenda:
  - 1. Designation of personnel representing the parties in Contract and the Architect.
  - 2. Discussion of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
  - 4. Scheduling.
  - 5. Coordination with Owner.
  - 6. Procedures for maintaining record documents.
  - 7. Requirements for start-up of equipment.
  - 8. Inspection and acceptance of equipment put into service during construction period.
  - 9. Contractor Safety.

#### **1.07 PROGRESS MEETINGS**

- A. Progress meetings will be held on a regularly scheduled basis not exceeding once per week.
  - 1. Owner will administer the meeting, record decisions and actions from the meeting and send copies of meeting notes to Owner and Contractor.
  - 2. The Contractor will be responsible to distribute copies to his field representative and to Subcontractors.



- B. Location of Meeting: Progress meetings will be held at the job site. The contractor shall make physical arrangements for the meeting space.
- C. Attendance: Contractor's management team, Owner, Architect and professional Consultants; subcontractors; suppliers and others as appropriate to agenda may attend.
- D. Agenda:
  - 1. Approval of minutes of previous meetings.
  - 2. Review of Work progress since previous meeting and work planned.
  - 3. Review project schedule (4-week and Master Project Schedule).
  - 4. Review submittal schedules; expedite as required.
  - 5. Review of Request for Information (RFI).
  - 6. Review deliveries.
  - 7. Review proposed changes.
  - 8. Review technical and administrative questions / concerns from Contractor, Owner, Architect, Consultants.
  - 9. Review As-Built Drawings.
  - 10. Field Observations.
- E. Four-Week Schedule:
  - 1. Prior to each meeting, prepare a four (4) week schedule showing work completed during the previous week, work that is in progress for the current week and work planned for the following two weeks. This four week schedule, which is revised weekly by the Contractor, will be presented by the Contractor at the progress meeting and a copy will be given to the Owner at that time.
  - 2. In the event that a progress meeting is not scheduled for the current week, prepare the 4 week schedule and forward it to the Owner in the same week.

**PART 2 - PRODUCTS Not Used**

**PART 3 - EXECUTION Not Used**

**END OF SECTION**

## **SECTION 01 32 15**

### **CONSTRUCTION SCHEDULE**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for the contractor's construction schedule.

##### **1.02 GENERAL**

- A. The intent of the construction schedule is to assist the Contractor in planning and execution of the Work in a timely manner and assist the Contractor, Architect and Owner in monitoring the construction progress for the purpose of coordination, communication, evaluation of Applications and Certificates for Payment, and evaluation of time extension requests.
- B. The Owner's review of the schedule will be to ensure that it conforms to the requirements of the specifications. The sequence and scheduling of the work is the Contractor's responsibility. Contract completion date(s) is as specified in the Contract Documents. The Owner's review of the schedule does not change, revise, or amend that date(s).
- C. This section supplements the General Conditions and the Modifications to the General Conditions with additional schedule requirements, where conflicts exist, the most restrictive requirement shall govern.
- D. Any plan by the Contractor to complete the Work or any part of the Work earlier than any contract required milestone or specific completion date shall not be construed as creating any responsibility or liability for the Owner or Architect should their actions, or lack thereof, prevent the Contractor from achieving the planned early completion. The Owner and Architect shall not be liable to the Contractor for any costs or other damages if the Contractor is unable to achieve early completion of the Work before a milestone or completion date.
- E. Float Time: Float time is the amount of time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of a chain of activities on the CPM Schedule. Float time belongs to the project and is not for the exclusive use or benefit of either the Contractor or the Owner; float time may be used by either the Contractor or Owner for offsetting delays. Use of float suppression techniques such as preferential sequencing, special lead / lag logic restraints, zero total or free float constraints, extended activity times or imposed dates shall be cause for rejection of the Construction Schedule or any revisions or updates.

- F. Schedule shall anticipate and include sufficient float time for weather dependent work tasks to allow for any delays due to normal inclement weather (defined as any inclement weather within the ten year average of accumulated record mean values from climatological data compiled by the National Oceanic and Atmospheric Administration (NOAA), for the locale of the project, over the full duration of the Contract Time).

### **1.03 FORMAT**

- A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: 11 x 17 inches.
- C. Scale and Spacing: Weekly increments to be a minimum of 5/8-inch long. Lettering to be a minimum of 1/16-inch high. Schedule to be legible and allow for notations and revisions.

### **1.04 SCHEDULES**

- A. Provide a time scaled diagram with a separate activity bar for each work activity. Diagram to illustrate order and interdependence of activities and sequence of work, how start of a given activity depends on completion of preceding activities and how completion of the activity may restrain start of subsequent activities. Indicate early and late start, early and late finish, manpower loading and description of each activity. Indicate critical path.
- B. Provide as many activities as necessary to clearly show how the project will be constructed within the time allowed. As a minimum, every item on the schedule of values must be shown on the progress schedule. Provide sub-net schedules where necessary to enhance clarity.
- C. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities.
- D. Show accumulated percentage of completion of each item of work at time of each Application for Progress Payment.
- E. As a sub-net show submittal dates including specified Architects' review time for shop drawings, product data and samples. Indicate decision date for selection of finishes.
- F. Show product delivery dates, including those furnished and / or installed by Owner.
- G. Show dates when application for separate permits (i.e., fire alarm, fire sprinkler, etc.) will be made and when permit will be received.
- H. Show dates when application for warranties / guarantees will be made and when warranties will be delivered. Final payment will not be made until all warranties / guarantees have been received and found to be acceptable.

### **1.05 UPDATING SCHEDULES**

- A. Update the construction schedules monthly to reflect actual work activity dates accomplished and any revised work activity dates.
- B. Maintain Construction Schedules to record actual start and finish dates of activities as they are completed.
- C. Indicate progress of each activity at the time of the revision date. Update diagrams to graphically depict current status of Work.
- D. Indicate revision date on revised schedule.
- E. Show changes occurring since previous Schedule submission such as:
  - 1. Any major changes in scope;
  - 2. Activities modified since previous submission;
  - 3. Revised projections for progress and completion, as applicable;
  - 4. Any other identifiable changes.
- F. Provide narrative report as needed to define:
  - 1. Problem areas; anticipated delays; and impact on schedule.
  - 2. Corrective action to be taken by the Contractor to get the project back on schedule. This report will define how and when the Contractor will accomplish this.

### **1.06 SUBMITTALS**

- A. Prepare and submit proposed construction schedule to Owner and Architect as soon as possible after Notice to Proceed and prior to first Application for Payment.
  - 1. Submit schedule in both paper and digital computer formats acceptable to the Owner.
- B. Submit updated schedule with each Application for Payment or more frequent if required.
- C. Applications for Payment will not be processed until schedule is in conformance with requirements of the specifications.

### **1.07 DISTRIBUTION**

- A. Distribute copies of construction schedule to project site file, subcontractors, suppliers, Owner, Architect, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 01 33 00**

### **SUBMITTALS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Administrative and Procedural Requirements for Project Submittals

##### **1.02 SUBMITTAL PROCEDURES**

- A. Schedule submittals to expedite the Project. Transmit submittals in accordance with Construction Schedule and in such sequence to avoid delay in the Work. Coordinate submission of related items with schedule.
- B. Electronic Submittals – Format: Shop Drawings, Product Data, Certificates, Warranties and any similar submittals, other than physical samples, shall be provided as digital submittals in PDF format suitable for sending via electronic mail or downloaded from internet file transfer website.
  - 1. PDF security permissions shall be formatted to allow printing, reviewing and editing functions by Architect and Owner using any PDF compatible computer program.
  - 2. When electronic submittals are required to be accompanied by a physical sample, the submittal will not be returned until both the electronic submittal and physical sample are reviewed.
- C. Contractor Shall:
  - 1. Prepare / obtain submittals for each item required in the specifications in accordance with the Contractor's submission schedule and as required to prevent delays in the ordering, fabrication, delivery and installation of the Work.
    - a. Sequence the frequency rate of submittals sent to the Architect to avoid submitting more submittals within the same week than can receive a thorough, timely review, generally 4 to 5 submittals per week. Include a review priority for Architect if multiple and / or large submittals are transmitted to Architect in the same week and plan for longer review times by Architect.
  - 2. Review each submittal for compliance to the Contract Documents, note any deviations and approve in writing prior to submission to Architect; each submittal shall bear the Contractor's review and approval stamp, with the review date and name of reviewer.
  - 3. Reproduce and distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with

provisions. Pay costs for reproduction, distribution and materials.

4. Coordinate submittals into logical groupings to facilitate inter-relation of the several items:
  - a. Finishes which involve Architect selection of colors, textures, or patterns.
  - b. Associated items which require correlation for efficient function or for installation.
5. Identify, in writing, variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
6. Accompany submittals with transmittal letter containing:
  - a. Date.
  - b. Project title and number.
  - c. Contractor's name and address.
  - d. Number of copies of Shop Drawings, Product Data and Samples submitted.
  - e. Identification of submittal as it relates to:
    - 1) Subcontractor / Supplier / Manufacturer:  
Name.  
Address.  
Telephone number.  
Representative's name.
    - 2) Detail number and location in Construction Documents.
    - 3) Specification reference number and paragraph.
    - 4) Applicable Standards.
    - 5) Finishes.
    - 6) Identification of deviations from Contract Documents.

D. Additional Information Required:

1. Relation to adjacent structure or materials.
  2. Fabrication methods, assembly, special installation requirements, accessories, fasteners, and other pertinent information.
  3. Field dimensions, clearly identified.
  4. Coordination with other trades. Stamped and signed by affected trades.
- E. Distribution:
1. Send submittals to Owner and Architect via electronic mail or from internet file transfer website.
  2. Architect will return reviewed submittals to Contractor and Owner via electronic mail or Architect's internet file transfer system.
  3. Send copy of Architect reviewed submittal to Subcontractors / Suppliers.

### **1.03 SUBCONTRACTOR AND SUPPLIER LIST**

- A. Prior to submission of First Application for Payment, submit complete list of subcontractors and suppliers to be used for the Work. Provide specification section identification number, addresses and telephone numbers for each listed subcontractor and supplier providing materials.

### **1.04 SHOP DRAWINGS**

- A. Present in clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- B. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- C. Do not submit freehand drawings.
- D. Shop Drawings Requiring Code Agency Approval: Submit on format and media required by Approval Agency. Include information required by Project Documents and Approval Agency.

### **1.05 PRODUCT DATA**

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement



standard information and to provide information specifically applicable to the Work. Delete information not applicable.

#### **1.06 SAMPLES**

- A. Submit two samples of the specified color and texture for each product unless specified otherwise in individual specification sections; samples will be retained by Architect.
- B. Where a specific color has not been specified, submit full range of manufacturer's standard and special finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Architect selection.
- C. Label each sample with identification required for transmittal letter.
- D. Field samples are to be maintained at the site of the Work and are to be removed after substantial completion unless directed otherwise.

#### **1.07 CONTRACTOR REVIEW**

- A. Coordinate submittals with requirements of the Work and Contract Documents.
- B. Apply Contractor's approval stamp with signature. The submittal signed by the Contractor certifies that the Contractor has reviewed the submittal for accuracy, completeness and compliance with the Contract Documents. It also certifies that the Contractor has verified products required, field dimensions, adjacent construction work, and coordination of information, in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature are rejected. Notify Architect in writing at time of submittal, of any deviations from requirements of Contract Documents.

#### **1.08 RESUBMITTALS**

- A. Revise and resubmit submittals as required, identify changes made since previous submittal.
- B. Shop Drawings, Product Data and Calculations:
  - 1. Revise initial drawings, data or calculations and resubmit as specified for the initial submittal.
  - 2. Indicate any changes which have been made including those requested by the Architect.
- C. Samples: Submit new samples as required.
- D. Architect reserves the right to charge the Contractor for reviewing non-responsive resubmittals.

## **1.09 ARCHITECT REVIEW**

- A. Architect or their consultant(s) will review shop drawings, product data, calculations and samples and return submittals to Contractor as soon as possible, generally within 10 working days, except Contractor shall plan for large submittals such as mechanical and electrical product binders or numerous submittals sent to Architect at the same timing taking a longer period of time.
- B. Architect's review is qualified by the following language included on the review stamp: "This review is only for general conformance with design concept of the Project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of his or her Work with that of all other trades; and for performing all work in a safe and satisfactory manner".
1. Any action shown is subject to Contract Document's requirements. Architect / Engineer will mark the review submittal in one of the following boxes on review stamp:
- ☐ Reviewed
  - ☐ Reviewed with Comments / Corrections
  - ☐ Rejected
  - ☐ Revise and Resubmit
  - ☐ Submit Specified Item
  - ☐ Informational Submittal – Not Reviewed
- C. Architect / Engineer review of individual or separate items does not constitute review of assembly in which it functions.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

## **SECTION 01 35 16**

### **ALTERATION PROJECT PROCEDURES, CUTTING AND PATCHING**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Alteration Project Procedures.
- B. Cutting and Patching.

##### **1.02 REGULATORY REQUIREMENTS**

- A. Obtain required permits from authorities.
- B. Do not close or obstruct egress from any building exit.
- C. Do not disable or disrupt existing building utilities or fire and life safety systems without 3 days prior written notice to the Owner; proceed only after receiving the Owner's confirmation of approval.
- D. Conform to procedures and requirements of authorities having jurisdiction when hazardous or contaminated materials are discovered. Notify the Owner and Architect or Engineer immediately.

##### **1.03 QUALIFICATIONS**

- A. Contractor's on-site management personnel shall be competent to survey the condition of the structures and building systems to determine both their condition and the possibility of unplanned structural collapse or failure. Management Personnel shall be capable of taking prompt corrective action when necessary to protect the safety of persons and the integrity of the building structure or systems.
- B. DEFINITIONS:
  - 1. SKILLED CRAFTSMAN is someone who has journeyman level abilities in a specific trade or craft and is currently working at that trade or craft on a regular basis, is capable of competently performing all aspects of the specific trade or craft and, if work has special warranties involved, has received special training to qualify their work for warranty.
  - 2. QUALIFIED INSTALLER is someone who has journeyman level abilities for installing a particular product or system and is currently doing this installation work on a regular basis, is capable of competently performing all aspects of the installation and, if work has special warranties involved, has received special training to qualify their work for warranty.

- C. Demolition, moving, removing, cutting and drilling is required to be performed by trades qualified to perform the work in a manner to cause the least damage and disruption to existing structure and finishes. Use skilled craftsmen or qualified installers wherever waterproof integrity, structural integrity, sight-exposed finishes or materials or systems that are under warranty are involved.
- D. Patching, repair and restoration work shall be accomplished by skilled craftsmen and qualified installers in those specific trades that normally perform the type of work required (e.g. finish carpentry work by a finish carpenter, plaster work by a plasterer, etc.).

#### **1.04 QUALITY ASSURANCE**

- A. Assign the specific demolition, cutting and patching work required for the work of this contract to the appropriate skilled craftsman or qualified installer.
- B. Lay out, coordinate, and direct the demolition and cutting accomplished by the various trades to:
  - 1. Minimize patching work required for restoration.
  - 2. Accommodate the existing conditions.
  - 3. Prevent damage to existing building structure, finishes or equipment / systems.
  - 4. Prevent removal or cutting of existing elements intended to remain.

#### **1.05 PROTECTION**

- A. Protect and prevent damage to existing finishes, equipment / systems and adjacent work scheduled to remain.
- B. Protection shall include, but not be limited to, wood timbers or framing, plywood panels, plastic sheeting, canvas drop cloths, carpet scraps etc. or anything required to protect item(s) or areas from damage.
- C. Protection shall be in place prior to specific demolition, cutting or patching work is started.

#### **1.06 EXISTING CONDITIONS**

- A. UNFORESEEN CONDITIONS: Should unforeseen conditions be encountered that affect the design or function of the project or the structural or functional integrity of the structure or any building system, notify the Architect and Owner immediately in writing.

## **PART 2 - PRODUCTS**

### **2.01 PRODUCTS / MATERIALS FOR PATCHING AND EXTENDING WORK**

- A. New Products / Materials: As specified in Product sections; match existing products / materials and work for patching and extending work.
- B. Type and Quality of Existing Products / Materials: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.
- C. As applicable, salvage sufficient quantities of cut or removed material to replace damaged work of existing construction, when materials are not obtainable on the current market. Do not incorporate salvaged or used materials in new construction except with permission of Architect and Owner. Protect stored salvage items in dry, secure place.

## **PART 3 - EXECUTION**

### **3.01 COORDINATION**

- A. Review, coordinate and accommodate work of other trades that interface with, affect or are affected by the work of this section so as to facilitate the execution of the overall Work of this project in a coordinated and efficient manner.

### **3.02 ALTERATION PROJECT PROCEDURES**

#### **A. PREPARATION**

- 1. Replace and restore at completion.
- 2. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- 3. Remove debris and abandoned items from area and from concealed spaces.
- 4. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- 5. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate duct work and piping to prevent condensation in exposed areas.

#### **B. INSTALLATION**

- 1. Coordinate and direct the work of alterations and renovations to expedite completion sequentially.

2. Remove, cut and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original condition. If original condition is substandard or damaged, restore to level of quality required for new work.
3. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes
4. Install Products as specified in individual sections.

C. TRANSITIONS

1. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.
2. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and provide trim appropriate to new surface or as determined by Architect.

D. ADJUSTMENTS

1. Where a change of plane occurs, provide a smooth transition
2. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
3. Fit work at penetrations of surfaces as described in Cutting and Patching.

E. REPAIR OF DAMAGED SURFACES

1. Patch or replace portions of existing surfaces which are damaged, lifted, discolored or showing other imperfections.
2. Repair substrate prior to patching finish.

F. FINISHES

1. Finish surfaces as specified in individual Product sections.
2. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### **3.03 CUTTING AND PATCHING**

A. EXAMINATION:

1. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
2. After uncovering existing work, inspect conditions affecting performance of work.
3. Beginning of cutting or patching means acceptance of existing conditions.

**B. PREPARATION**

1. Layout and coordinate the cutting work so that new work can be completed free from conflicts with work of other trades and existing conditions / systems not scheduled for removal. Do not proceed with cutting work until conflicts are resolved.
2. Provide, erect and maintain temporary barriers and exterior enclosures and protect existing and installed work.
3. Provide temporary supports, braces or shoring to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
4. Provide protection from elements for areas which may be exposed by uncovering work.
5. Maintain excavations free of water.

**C. CUTTING AND PATCHING**

1. Provide the tools and equipment best suited for the specific type of cutting and patching required.
2. Plan and execute cutting work in a manner that results in the least negative impact to the surrounding work.
3. Execute cutting, fitting and patching including excavation and fill, wherever necessary to construct the work.
4. Fit products together, to integrate with other work.
5. Uncover work to install ill-timed work.
6. Remove and replace defective or non-conforming work.
7. Remove samples of installed work for testing, when requested.
8. Provide openings in the work for penetration of mechanical and electrical work.

9. Provide access for installation of items too large to fit through permanent openings.

**D. PERFORMANCE**

1. Execute work using methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
2. Employ skilled craftsmen and / or qualified installer to perform cutting and patching for weather exposed and moisture resistant elements, sight-exposed surfaces and warranted work.
3. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval. Do not overcut corners of materials exposed to view or where overcutting would weaken its structural integrity.
4. Restore work with new products in accordance with requirements of Contract Documents.
5. Fit work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
6. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with fire rated material of equal fire rating.
7. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

**3.04 EXISTING ITEMS FOR REUSE**

- A. Remove the existing item carefully so as not to damage the item.
- B. Carefully clean item and store item in a protected location.
- C. If the item is damaged during the removal process, replace with new that matches the existing at the Contractor's expense.
- D. Reinstall item using procedures for installing new work.

**END OF SECTION**



## **SECTION 01 45 00**

### **QUALITY CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for project quality control.

##### **1.02 REFERENCES**

- A. References shall be the edition current as of the date of the Contract Documents.
- B. Obtain current copies of referenced standards.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- E. International Code Council (ICC):
  - 1. ICC / ANSI A117 - Accessible and Usable Buildings and Facilities

##### **1.03 CONTRACTOR'S QUALITY ASSURANCE / CONTROL OF CONSTRUCTION**

- A. Employ / assign quality control personnel to monitor the work of this project for conformance to the requirements of the Contract Documents and to good construction practices.
  - 1. Prior to starting their work, review the scope of work, performance requirements, materials and workmanship requirements with each trade and subcontractor.
  - 2. Review materials when delivered to the site for conformance to the Contract Documents and submittals.
  - 3. Monitor work in progress for conformance to the Contract Documents and submittals.
- B. Contractor is solely responsible for managing and controlling the quality of the work and conformance with the requirements of the Contract Documents.
- C. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by trained and experienced workers qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion and disfigurement.

#### **1.04 ADA TOLERANCES**

- A. ADA Tolerances: The ADA tolerances shown on the Drawings represent the allowable tolerances required for conformance with the ADA and ICC / ANSI A117. Strict conformance with the ADA tolerances shown on the Drawings is required for this project; non-conforming work will require correction at Contractor's expense.
  - 1. ADA tolerances shown on the Drawings supersede industry standard tolerances and any other tolerances included in any specification section.
- B. Submittal Review: Review submittals for conformance with the accessibility requirements of ICC / ANSI A117 and the ADA tolerances shown on the Drawings; mark up submittals that have incorrect or missing ADA tolerance information.
- C. Review with Workers: Review the accessibility requirements of ICC / ANSI A117 and the ADA tolerances shown on the Drawings with workers performing work that is required to conform to the accessibility requirements of ICC / ANSI A117.
- D. Monitoring: Monitor the work of this project for compliance with the accessibility requirements of ICC / ANSI A117 and the ADA tolerances shown on the Drawings on work that is required to conform to ICC / ANSI A117.
- E. Inspection: Inspect the completed work that is required to conform to ICC / ANSI A117 for conformance with the ADA tolerances shown on the Drawings. Inspection shall require accurate measurements to confirm that dimensions, slopes and relationships shown on the Drawings have been constructed within the ADA tolerances shown on the Drawings.

#### **1.05 MANUFACTURER'S INSTRUCTIONS**

- A. Comply with manufacturer's installation / assembly instructions in full detail, including each step in sequence.
- B. Substrates, Site Conditions And Work By Others shall conform to manufacturer's requirements:
  - 1. Inspect substrate, site conditions and work by others for conformance to manufacturer's requirements for material and condition prior to starting any work.

2. Do not start work if substrate construction, site conditions or work by others does not comply with manufacturer's recommendations; report any problems to Contractor and Architect.
  3. Start of work / installation indicates installer's acceptance of substrate, site conditions and work by others as meeting manufacturer's requirements.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect or Engineer before proceeding.

**PART 2 - PRODUCTS** Not Used

**PART 3 - EXECUTION** Not Used

**END OF SECTION**

## **SECTION 01 50 00**

### **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for the contractor's construction facilities and temporary controls.

##### **1.02 DESCRIPTION**

- A. This section specifies minimum actions required. Other actions may be specified elsewhere in the Contract Documents, manufacturer's literature, and governing regulations.
- B. Nothing in this section is intended to limit types or amounts of construction facilities and temporary controls.
- C. No omission from this section will be recognized as a temporary activity that is not required to complete the Work.

##### **1.03 PROTECTION OF EXISTING UTILITIES**

- A. If unknown utilities are encountered in the course of construction, protect them from damage and notify the utility Owner immediately. Do not remove or disable any unknown existing utility without the approval of the Owner.
- B. In the event utilities are damaged during construction, temporary services and / or repairs must be made immediately to maintain continuity of services at Contractor's expense.

##### **1.04 DISPOSAL OF WASTE MATERIALS**

- A. Transportation and disposal of solid waste shall meet the requirements of Tacoma Municipal Code 12.09.50. Coordinate with the City of Tacoma Solid Waste Division for the collection and disposal of solid wastes.
- B. Dispose of refuse and waste material off Owner's property. Do not stockpile waste material on Owner's property. Immediately clean up any spilled material.
- C. Clean trash and debris from work area daily. Keep work area, site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- D. Provide on-site containers for collection of waste materials, debris and rubbish. Periodically remove waste from the site.

- E. Waste Construction Liquid Disposal: Provide portable containers for disposal of any waste construction liquids or fluids that are generated by or needed for the construction work. Do not dump any waste construction liquid or fluid (including oil, solvent, cleaning compound, paint, plaster mud, brush and tool cleanup water, etc.) onto the ground or down the building sanitary or storm drain systems or anywhere on the site. Dispose of contents of all portable containers off site daily.
- F. Dispose of flammable, hazardous, and toxic waste materials daily.
- G. Conform to work place safety regulations for storage, mixing, application and disposal of all cleaning, sealing and repair related materials to requirements of those authorities having jurisdiction, including Federal, State and Local.
- H. Conform to safety precautions in accordance with the latest requirements to Health and Safety regulations, latest edition, of authorities having jurisdiction.

#### **1.05 TEMPORARY ELECTRICITY**

- A. The Owner will allow the Contractor to use the existing building's electricity for the duration of the construction without charge.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide OSHA / WISHA approved flexible power cords as needed.
- C. Provide over current protection at convenient locations for large loads on the existing electrical panels.
- D. Permanent convenience receptacles may be utilized during construction, provided they are replaced if damaged or defaced in any way.

#### **1.06 TEMPORARY LIGHTING**

- A. Provide and maintain temporary lighting for construction operations. Provide sufficient lighting to ensure proper workmanship everywhere.
  - 1. The Owner will allow the Contractor to use the existing building's lighting for the duration of the construction without charge. If the lighting levels are too low, temporary lighting may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required to do the Work safely and at the light levels required by each trade to produce work conforming to the quality specified.
- C. Maintain lighting and provide routine repairs.

#### **1.07 TEMPORARY TELEPHONE SERVICE**

- A. Superintendent shall carry a cellular phone to allow voice communication at all times.

#### **1.08 TEMPORARY WATER SERVICE**

- A. The Owner will allow the Contractor to use the existing building's water service for the duration of the construction without charge.
- B. Provide backflow prevention device approved by State of Washington Department of Health for any water connection to domestic water main or system serving the public.

#### **1.09 TEMPORARY SANITARY FACILITIES**

- A. Contractor shall provide and maintain required facilities and enclosures. Provide at time of project mobilization. Maintain daily in clean and sanitary condition.

#### **1.10 TEMPORARY HEAT**

- A. The Owner will allow the Contractor to use the existing building's heating system for the duration of the construction without charge. Direct fired gas / oil heaters are not allowed for supplemental heat, all combustion / exhaust gases shall be vented to building exterior.
- B. Install MERV 8 HEPA filters at return air intakes where construction activities are occurring.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless required otherwise by manufacturers, trade associations, and / or the specification sections.
- D. Maintain current temperature settings in the existing building. Coordinate with the Owner to determine the correct temperature setting.

#### **1.11 TEMPORARY VENTILATION**

- A. Provide temporary ventilation equipment to assist curing and drying out of materials, to dissipate humidity, to maintain consistent temperature in areas and to prevent accumulation of dust, fumes, vapors, or gases.

#### **1.12 TEMPORARY DEHUMIDIFICATION**

- A. Provide temporary dehumidification equipment as required to lower the moisture content of the building interior and allow materials to dry out to required levels.

#### **1.13 BUILDING MATERIALS ACCLIMATIZATION AND DRY OUT**

- A. Prior to installation of any wall surfaces or finishes, the Contractor shall provide the equipment and expertise required to dry out the building structure and materials, including concrete slabs, to conform with the following minimum criteria:

1. Contractor is responsible for selecting the means and methods utilized to dry out, ventilate and acclimate the building materials, including deciding the proper sequence of construction and other determinates affecting the dry out process; and shall hire an expert consultant to advise in this process if problems or questions are encountered.
2. Acclimate, ventilate and dry out structure and materials as required by manufacturers of finishes or coverings applied over, onto or within the structure or material.
3. Acclimate, ventilate and dry out structure and materials as required to allow installed materials to dry evenly and rapidly as recommended by manufacturer or reference standard.
4. Acclimate, ventilate and dry out structure and materials as required to prevent the formation of water condensation on any material.
5. Test and record moisture content of each different material on a daily basis during and after acclimatization and dry out process.

#### **1.14 TEMPORARY BARRIERS AND TRAFFIC CONTROL**

- A. Provide temporary barriers within the building as required.
- B. Provide barriers to protect the public from any potentially unsafe conditions, and from damage from construction operations.
- C. Provide protection for existing plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- D. Provide vehicular and pedestrian traffic control as appropriate for the work.

#### **1.15 TEMPORARY STORAGE**

- A. Make whatever provisions are necessary to ensure the safe and weathertight protection of materials and equipment temporarily stored.

#### **1.16 PROTECTION OF EXISTING AND INSTALLED WORK**

- A. Protect installed work. Provide special protection where specified in individual specification sections or as required to prevent any type of damage or defacement.
- B. Provide temporary and removable protection for existing and installed products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic in landscaped areas.

- D. Prohibit construction worker access to rooms and areas which do not have construction work. After work in any area or room is complete, prohibit further worker access.
- E. Prevent any construction dust and dirt from entering the HVAC equipment and ductwork, computer equipment, electrical switchgear, building systems / equipment, smoke detectors or anything that will be adversely affected.

#### **1.17 SECURITY**

- A. Provide site and building security as required to protect work in progress, stored materials, tools and equipment from vandalism and theft.
- B. Maintain security until Substantial Completion when Owner takes responsibility for security.

#### **1.18 ACCESS ROADS**

- A. Provide and maintain access to fire hydrants, free of obstructions. Do not block access roads or prevent emergency vehicles access to site.
- B. Maintain the emergency vehicle access road on the site in good, drivable condition for any type of emergency vehicle as required by the City of Tacoma code and permit conditions.

#### **1.19 PROGRESS CLEANING**

- A. Provide periodic cleaning to prevent any buildup or accumulation of construction debris in the building or on the site.
- B. Pre-Cover Cleaning: Remove construction debris and vacuum clean dirt and dust from concealed spaces that will be enclosed or inaccessible after completion of the work, including concealed spaces within walls, shafts, attics, and void spaces.
- C. Maintain building and site in a clean and orderly condition.
- D. Remove waste materials, debris, and rubbish from building and site weekly and dispose off-site.
- E. Provide final cleaning at substantial completion

#### **1.20 ENVIRONMENTAL PROCEDURES**

- A. Comply with environmental and health safety regulations. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Burning on site is not permitted.



### **1.21 MACHINERY AND EQUIPMENT RESTRICTIONS**

- A. Equipment and Internal Combustion Engine Noise: The noise level of each vehicle or piece of equipment shall not be greater than 90 DB(A) at a distance of 50 feet as measured under noisiest operating conditions. Mufflers for stationary engines shall be hospital-area quality of silencing.

### **1.22 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, etc.
- B. Clean and repair damage caused by installation or use of temporary work.

### **1.23 EMERGENCY CONTACTS**

- A. Provide Owner with two emergency contact names (Superintendent and Project Manager), with cell phone numbers.

### **1.24 CONSTRUCTION PARKING**

- A. Contractor is responsible to provide temporary parking areas for construction personnel.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 01 60 00**

### **PRODUCT REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Section 01 25 00 – Substitution Procedures

##### **1.02 SECTION INCLUDES**

- A. Requirements for Materials and Equipment related to:
  - 1. Transportation and handling
  - 2. Storage and protection
  - 3. Product options

##### **1.03 PRODUCTS**

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.
- C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

##### **1.04 TRANSPORTATION AND HANDLING**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

##### **1.05 STORAGE AND PROTECTION**

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above

ground.

- C. Provide and pay for off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

#### **1.06 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by naming a Manufacturer "or approved equal", or with a provision for Substitution Request: Submit a request for substitution for any manufacturer not named.
- D. Products Specified by "or approved equal" to a Listed Manufacturer: Products with same function and similar quality and features to listed manufacturer.
- E. Products Specified by "Similar To" a Listed Manufacturer: Products with same function and similar quality and features to listed manufacturer.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 01 70 00**

### **EXECUTION REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. This section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. General Installation of Products
  - 2. Progress Cleaning
  - 3. Starting and Adjusting
  - 4. Protection of Installed Construction
  - 5. Correction of the Work

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.01 EXAMINATION**

- A. Acceptance of Conditions: Start of work / installation indicates acceptance of existing conditions as not conflicting with the requirements of the Contract Documents or the design intent and being acceptable without any modification.

##### **3.02 PREPARATION**

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a Request for Information (RFI) to Owner and Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

##### **3.03 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### **3.04 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Pre-Cover Cleaning: Remove construction debris and vacuum clean dirt and dust from concealed spaces that will be enclosed or inaccessible after completion of the work, including concealed spaces within walls, shafts, attics, and void spaces.
- C. Site: Maintain Project site free of waste materials and debris.
- D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.05 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each installed utility and piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Arrange for a factory-authorized service representative to inspect and repair any piece of equipment that does not function properly or cannot be made to operate as specified.

### **3.06 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### **3.07 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

**END OF SECTION**

## **SECTION 01 78 00**

### **CLOSEOUT**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Administrative and Procedural Requirements for the Contract Closeout.
  - 1. Final Cleaning
  - 2. Adjusting
  - 3. Extra Stock
  - 4. Project Record Documents
  - 5. AHJ Approved Permit Drawing Set
  - 6. Operation And Maintenance Data
  - 7. Warranties
  - 8. Spare Parts And Maintenance Materials
  - 9. Punch List
  - 10. Final Adjustment of Accounts

##### **1.02 CLOSEOUT PROCEDURES**

- A. Comply with the General Conditions of the Contract.

##### **1.03 FINAL CLEANING**

- A. Execute final cleaning prior to Substantial Completion review and during the period between Substantial and Final Completion where punch list work causes waste, rubbish or debris.
- B. Clean surfaces exposed to view, remove temporary labels, stains and foreign substances. Follow manufacturer's recommendations for cleaning installed products.
- C. Clean equipment and fixtures to sanitary condition.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces if they were impacted by the work of this Project.

- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### **1.04 ADJUSTING**

- A. Adjust operating products and equipment in accordance with manufacturer's recommendations and specification section to ensure smooth and unhindered operation.

#### **1.05 EXTRA STOCK**

- A. Make arrangements with the Owner to deliver extra stock items.
- B. Document receipt of extra stock by Owner's representative by listing each extra stock item and obtaining the signature of the Owner's representative for it. Include this document in Part 1 of the O and M Manual.

#### **1.06 PROJECT RECORD DOCUMENTS**

- A. The Project Record Documents shall consist of the following:
  - 1. Contract Documents (Drawings, Project Manual, Addendums and Change Orders).
- B. Maintain on-site throughout the construction period, one set of the project record documents and record actual revisions to the work on these documents. Project record documents and recordings specified below may be kept in electronic format with on-site access and with off-site weekly backup.
  - 1. Store Record Documents separate from documents used for construction.
  - 2. Record information concurrent with construction progress.
  - 3. Project Manual: Legibly mark, cloud and flag Project Manual changes and include a description of actual Products installed, including the following:
    - a. Manufacturer's name and product model and number.
    - b. Product substitutions or alternates utilized.
    - c. Changes made by Addenda and Change Order.
  - 4. Contract Drawings: Legibly mark, cloud and flag each item to record actual construction including:
    - a. Measured location of internal utilities concealed in construction, referenced to visible and accessible features of the work.
    - b. Field changes of dimensions and detail.



- c. Details not on original Contract Drawings.
  - d. Transcribe Addenda to Project Record Documents.
  - e. Transcribe Change Orders to Project Record Documents.
- C. Prior to contract closeout, prepare and deliver record documents to Owner as follows:
  - 1. Project Record Drawings: One photocopy set of Drawings legibly marked in red ink to show revisions and changes made during construction and as-built conditions. Mark or stamp bottom of each sheet "As-Built Drawings, Name of Construction Company, Date"
    - a. Digital Copy: Provide a digital copy of each sheet of the Project Record Drawings on a 4-1/2 inch compact disc or USB compatible flash/thumb drive in PDF format.
  - 2. Project Record Manual: One copy of Project Manual (in good, clean condition) legibly marked with red ink to record construction changes and as-built conditions.
    - a. Digital Copy: Provide a digital copy of each sheet of the Project Record Manual on a 4-1/2 inch compact disc or USB compatible flash drive in PDF format.
  - 3. A copy of each addendum and each change order in three-ring binder(s) (match binders specified for Operations and Maintenance Data), 4-1/2 inch compact disc, or USB compatible flash drive in PDF format. Include the Field Authorizations and / or Change Order Proposals directly behind each Change Order. Insert a labeled, tabbed divider for each Addendum and Change Order. Label front cover and spine of binder as follows:
 

Record Addendums and Change Orders

Project Name – City of Tacoma

Prepared by (Name of Contractor and Date)

#### **1.07 AHJ APPROVED PERMIT DRAWING SET**

- A. Transmit the AHJ approved Permit Set of drawings to the Owner for their permanent record.
- B. Maintain Permit Set of drawings in good, clean condition, protect from damage or marks.

## **1.08 OPERATION AND MAINTENANCE DATA**

- A. Submit three (3) sets, on 8-1/2 x 11 inch text pages, bound in black three ring binders and in also in PDF electronic format. Binders shall have heavy-duty durable vinyl covers, heavy duty metal D-rings with cover label on front and on spine. All binders shall be same manufacturer, size and color where more than one binder is required.
- B. Prepare binder cover labels with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, year project completed, and volume number and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers similar to Avery PI Series dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified. Type on 30 lb. white paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect / Engineer, Contractor, Subcontractors, and major equipment suppliers. Name and signature of Owner's representatives instructed in operation of equipment. Extra parts listing with signature of Owner's representative acknowledging receipt.
- F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category identify names, addresses and telephone numbers of Subcontractors and suppliers. Identify the following:
  - 1. Significant design criteria.
  - 2. List of equipment.
  - 3. Parts list for each component.
  - 4. Operating instructions.
  - 5. Maintenance instructions for equipment and systems.
  - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and any special precautions.
- G. Part 3: Project documents and certificates, including the following:
  - 1. Shop drawings and product data.
  - 2. Certificates required by specification sections.

- H. Submit one (1) draft copy of completed volumes in final form prior to Substantial Completion for review by Owner. These copies will be returned to Contractor with Owner comments. Revise content of documents as required by Owner comments.
- I. Submit three (3) sets of the final revised volumes no later than the Substantial Completion date.

#### **1.09 WARRANTIES**

- A. Execute and assemble warranty documents from Subcontractors, suppliers, and manufacturers.
- B. Provide Table of Contents and assemble in one, three ring binder with durable plastic cover matching the binders provided for operation and maintenance data.
- C. Submit at same time as operation and maintenance manuals.
- D. For items of Work delayed beyond date of Project Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period for those items.

#### **1.10 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site and place in location as directed. Obtain receipt signed by Owner's representative prior to final payment and include receipts in Part 1 of Operation and Maintenance binders.

#### **1.11 PUNCH LIST**

- A. Upon completion of the Work, the Contractor shall walk-through each room / area of the Project and prepare a punch list of each item of work that is not completed or does not conform to the requirements of the Contract Documents.
- B. After completion of the punch list by the Contractor, provide written notice that the Work has been substantially completed and schedule a room by room punch list walk-through with the Architect or Engineer and Owner to review the finished work and Contractor's punch list items.
  - 1. Any additional items of uncompleted or unacceptable work that are found during this walk-through shall be added onto the Punch List for completion / correction.

**PART 2 - PRODUCTS** Not Used

**PART 3 - EXECUTION** Not Used

**END OF SECTION**

# **TECHNICAL SPECIFICATIONS**

- DIVISION 20
  - 20 02 00 – Operation and Maintenance Manual for Mechanical
  - 20 05 00 - Common Work Results for Mechanical
  - 20 05 03 - Existing System Work for Mechanical
  - 20 05 29 - Hangers and Supports for Mechanical
  - 20 05 30 - Sleeves and Seals for Mechanical
  - 20 05 48 - Vibration and Seismic Controls for Mechanical
  - 20 05 93 - Testing, Adjusting, Balancing for Mechanical
  - 20 07 00 - Mechanical Insulation
  - 20 08 00 - Commissioning of Mechanical System
- DIVISION 23
  - 23 31 00 - HVAC Ducts and Casings
  - 23 33 00 – Duct Accessories
  - 23 34 00 - Fans
  - 23 35 00 - Special Exhaust Systems
  - 23 81 43 - Air-Source Unitary Heat Pumps
- DIVISION 25
  - 25 50 00 - Integrated Automation Facility Controls
  - 25 90 00 - Integrated Automation Control Sequence
- DIVISION 26
  - 26 01 00 – Electrical general Requirements
  - 26 04 00 - Existing System Work for Electrical
  - 26 05 00 - Basic Materials and Methods
  - 26 20 00 - Electrical Distribution

## **SECTION 20 0200**

### **OPERATION AND MAINTENANCE MANUAL FOR MECHANICAL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Operation and Maintenance Manual.

##### **1.03 SUBMITTALS**

- A. General: Comply with Section 20 0500 and Division 1.
- B. Preliminary O&M: Submit preliminary review O&M manual for review.
- C. Final O&M: Submit Final O&M manuals per Division 1.

#### **PART 2 - PRODUCTS**

##### **2.01 GENERAL**

- A. General Contents: A maintenance manual shall be compiled containing maintenance and operating information and maintenance schedules for all project mechanical systems. See Division 1 for quantities, organization, format, and other requirements; meet additional requirements as specified herein.
- B. CD Electronic Copy: Shall contain pdf open format copies of the entire O&M manual, pdf open format copies of record drawings, and ACAD files for record drawings where ACAD shop drawings or ACAD record drawings are required (see individual specifications Sections for requirements). Files shall be bookmarked by section and by product. Drawings shall be bookmarked and labeled by sheet number and name.

##### **2.02 SUBMITTAL DATA AND TECHNICAL O&M DATA**

- A. Submittal Data: Provide manufacturer's technical product data, with manufacturer's model number, description of the equipment, equipment capacities, equipment options, electrical power voltage/phase, special features, and accessories. Label equipment and fixtures data with same designation as used on contract documents. This information may consist of the same

information as the submittal data (clearly identified and marked to suit each item). This information shall be provided for all items requiring maintenance and for items that may require replacement over a 30 year period or be revised due to an Owner building improvement.

- B. Technical O&M Data: Provide for each equipment or item requiring maintenance. Label O&M data to clearly indicate which equipment on the project it applies to (use same designation as used in the Contract Documents). Data to include:
  - 1. Manufacturer's operating and maintenance manuals and instructions.
  - 2. Itemized list of maintenance activities and their scheduled frequency.
  - 3. Maintenance instructions for each maintenance activity.
  - 4. Manufacturer's parts list.
  - 5. Manufacturer's recommended lubricants.
  - 6. Size, quantity and type of filters required (as applicable).
  - 7. Size, quantity and type each belts unit requires (as applicable).
  - 8. Size, quantity and type of fuses (as applicable).
  - 9. Control devices calibration information.
  - 10. System wiring diagrams and schematics.
  - 11. Control sequence descriptions with setpoints and range of adjustments.
  - 12. Programming logic.
  - 13. Description of unique devices/controls/programs specific to this system.
- C. Sources: Provide names, addresses, and phone numbers for local manufacturer's representative, service companies, and parts sources for mechanical system components.
- D. Start-Up Reports: Include copies of all equipment and system start-up reports.
- E. Balancing Report: Include a full copy of the balancing report under a dividing tab for the specification section (or building system) where this work is specified. Where balancing is provided by others, obtain from the balancer a copy of the report to insert in the O&M's.

## **2.03 MAINTENANCE SCHEDULES**

- A. General: Provide Maintenance schedules with an itemized list of maintenance activities and their scheduled frequency (i.e., weekly, monthly, semi-annually,

etc.) for item requiring maintenance.

- B. Special Maintenance: List any critical maintenance items or areas requiring special attention.
- C. Start-Up/Shut-Down: Provide normal start-up, operating, and shut-down procedures; emergency shut-down procedures; and (where applicable) seasonal shut-down procedures.

### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**



## **SECTION 20 0500**

### **COMMON WORK RESULTS FOR MECHANICAL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Division 23 - Heating, Ventilation, and Air Conditioning (HVAC) Systems.
- C. Division 25 - Integrated Automation.

##### **1.02 WORK INCLUDED**

- A. General Mechanical System Requirements.
- B. Mechanical System Motors.
- C. Identification and Labeling.

##### **1.03 DEFINITIONS**

- A. Abbreviations and Terms: Where not defined elsewhere in the Contract Documents, shall be as defined in RS Means Illustrated Construction Dictionary, Fourth Addition and in the ASHRAE Handbook of Fundamentals, latest edition.
- B. "As required" means "as necessary to form a safe, neat, and complete working installation (or product), fulfilling all the requirements of the specifications and drawings and in compliance with all codes."
- C. "Concealed" means "hidden from view" as determined when areas are in their final finished condition, from the point of view of a person located in the finished area. Items located in areas above suspended ceilings, in plumbing chases, and in similar areas are considered "concealed." Items located in cabinet spaces (e.g. below sinks) are not considered concealed.
- D. "Coordinate" means "to accomplish the work with all others that are involved in the work by: directly discussing the work with them, arranging and participating in special meetings with them to discuss and plan the work being done by each, obtaining and completing any necessary forms and documentation required for the work to proceed, reaching agreement on how parts of the work performed by each trade will be installed relative to each other both in physical location and in time sequence, exchanging all necessary information so as to allow the work to be accomplished with a united effort in accordance with the project requirements".

- E. "Finished Areas" means "areas receiving a finish coat of paint on one or more wall surface."
- F. "Mechanical", where applied to the scope of work, includes all HVAC systems, and controls for these systems and all work covered by specification Divisions 20, 23, and 25. Such work is shown on multiple drawings and is not limited to a particular set of sheets, or sheets prefaced with a particular letter.
- G. The term "related documents" (as used at the beginning of each specification section), and the Specification Divisions and Sections listed with it, is only an indication of some of the specification sections which the work of that section may be strongly related to. Since all items of work relate to one another and require full coordination, all specification sections, as listed in the Table of Contents, shall be considered as being "related documents", and shall be considered (by this reference) in the same manner as if they had all been listed under the term "related documents" in each specification section.
- H. "Work included" (as used at the beginning of each specification section), and the items listed with it, is only an indication of some of the items specified in that Section and is in no way limiting the work of that Section. See complete drawings and specifications for all required work.
- I. "Verify" means "Contractor shall obtain, by methods independent of the project Architect/Engineer and Owner, the information noted and the information needed to properly perform the work". Where used as "verify existing" the reference is to all existing items related to the work (i.e. piping systems, duct systems, electrical power, controls, structural conditions, space available, building construction type, etc.); the "verify" definition shall include "Confirm by means independent of any existing field labeling and independent of the Architect/ Engineer and Owner what the existing piping (or duct) system contains, sizes, what the flow direction is, what normal pressures/temperatures are, what other systems and areas the piping (or duct) is interconnected to; what the existing control voltages/signal types are by direct measurement; what the existing electrical power voltages and phases are by direct measurement; and additional field verification and coordination to ensure that compatible products are provided, correct connections made, and all work performed to allow for fully functioning systems." "Means independent of existing field labeling" shall include methods such as: the use of exterior pressurized sources to pressurize piping system lines, use of flow tests with dyes, physical tracing of piping and all connections to, electronic detection methods, electronic/electric line tracing, electrical measurements, physical disassembling of system, excavation or uncovering of concealed systems, use of insertion cameras and similar efforts.
- J. "Substitution": As applied to equipment means "equipment that is different than the 'Basis of Design' equipment scheduled on the drawings (or otherwise indicated in the contract documents)".

#### **1.04 GENERAL REQUIREMENTS**

- A. Scope: Furnish all labor, materials, tools, equipment, and services for all mechanical work. This section applies to all Division 20, 23, 25 specifications and to all project mechanical work. All mechanical equipment and devices furnished or installed under other Divisions of this specification (or by the Owner) which require connection to any mechanical system shall be connected under this division of the Specifications.
- B. General: All work shall comply with Division 0, General Conditions, Supplementary Conditions, Division 1, and all other provisions of the Contract Documents.
- C. Code:
  - 1. Compliance: All work shall be done in accordance with all applicable codes and ordinances. Throughout the Project Documents, items are shown or specified in excess of code requirements; in all such cases, the work shall be done so that code requirements are exceeded as indicated. Comply with code accessibility requirements.
  - 2. Documentation: Maintain documentation of all permits and code inspections for the mechanical work; submit documentation showing systems have satisfactorily passed all AHJ inspections and requirements.
  - 3. Code Knowledge: Contractor and workers assigned to this project shall be familiar and knowledgeable of all applicable codes and ordinances. Code requirements are typically not repeated in the Contract Documents. By submitting a bid, the Contractor is acknowledging that the Contractor and workers to be utilized on this project have such knowledge.
  - 4. Proof of Code Compliance: Prior to final completion, satisfactory evidence shall be furnished to show that all work has been installed in accordance with all codes and that all inspections required have been successfully passed. Satisfactory evidence includes signed inspections by the local code authority, test lab results, qualified and witnessed field tests, and related acceptance certificates by local code authorities, and field notes by the Contractor as to when all inspections and tests occurred.
- D. Complete Systems: Furnish and install all materials, appurtenances, devices, and miscellaneous items not specifically mentioned herein or noted on the drawings, but which are necessary to make a complete working installation of all mechanical systems. Not all accessories or devices are shown or specified that are necessary to form complete and functional systems.
- E. Review and Coordination:
  - 1. General: To eliminate all possible errors and interferences, thoroughly examine all the Drawings and Specifications before work is started, and consult and coordinate with each of the various trades regarding the work. Such coordination shall begin prior to any work starting, and

continue throughout the project.

2. Suppliers: Suppliers of products shall review the documents to confirm that their products are suitable for the application and that all manufacturers requirements and recommendations have been satisfactorily addressed in the Contract Documents. Where not addressed the supplier shall notify the Engineer prior to bidding to resolve any issue or include in their bid an adequate amount to resolve the issue.
- F. Conflicts and Discrepancies: Notify the Architect/Engineer of any discrepancies or conflicts before proceeding with any work or the purchasing of any materials for the area(s) of conflict until requesting and obtaining written instructions from the Architect/Engineer on how to proceed. Where conflicts occur, the most expensive and stringent requirement (as judged by the Architect/Engineer) shall prevail. Any work done after discovery of such discrepancies or conflicts and prior to obtaining the Architect/Engineer's instructions on how to proceed shall be done at the Contractor's expense.
- G. Drawings and Specifications: Drawings and specifications are complementary and what is called for in either is binding as if called for in both. The drawings are diagrammatic and show the general arrangement of the construction and therefore do not show all offsets, fittings and accessories which are required to form a complete and operating installation. Mechanical work is shown on multiple drawings and is not limited to a particular set of sheets, or sheets prefaced with a particular letter.
- H. Offsets/Fittings:
1. Piping Systems: Include in bid all necessary fittings and offset to completely connect up all systems, maintain clear access paths to equipment, and comply with all project requirements. Offsets are required to route piping around building structural elements, roof slopes, mechanical systems, electrical systems, and numerous other items. Due to the schematic nature of the plans such offsets are typically not shown. Contractor is responsible to determine the quantity of offsets and fittings required, and the labor involved. No added payment or "extras" will be granted for the Contractor's failure to correctly estimate the number of offsets and fittings and labor required. Contractor is advised that equipment and fixture connections may require more than 20 elbows per plumbing fixture and coil per pipe line.
  2. Duct Systems: Include in bid all necessary fittings, offsets, and transitions to completely connect all systems, maintain clear access paths, and comply with all project requirements. Offsets are required to route piping around building structural elements, roof slopes, mechanical systems, electrical systems, and numerous other items. Due to the schematic nature of the plans such offsets are typically not shown. Contractor is responsible to determine the quantity of offsets and fittings required, and the labor involved. No added payments or "extras" will be granted for the Contractor's failure to correctly estimate number of offsets, fittings,

transitions and labor required. Contractor is advised that transitions are required at connections to all equipment, to all air inlets/outlets, crossing of beam lines, at crossing with piping, and similar locations.

- I. Design: The level of design presented in the documents represents the extent of the design being furnished to the Contractor; any additional design needed shall be provided by the Contractor. All design by the Contractor shall be performed by individuals skilled and experienced in such work, and where required by local code (or elsewhere in the documents) shall be performed by engineers licensed in the State where the project is located. Include in bid the costs of all such project design; including engineering, drafting, coordination, and all related activities and work. Such designs services are required for many building systems; including but not limited to ductwork at equipment, piping at fixtures and equipment, hanger/support systems, temporary duct/piping systems, mechanical offsets/adjustments to suit other system, and for methods/means of accomplishing the work.
- J. Special Tools: Furnish to the Owner one complete set of any and all special tools such as odd size wrenches, keys, etc. (allen wrenches are considered odd), which are necessary to gain access to, service, or adjust any piece of equipment installed under this contract. Each tool shall be marked or tagged to identify its use. Submit a written record listing the special tools provided, date, and signed by the Owner's representative receiving the tools.
- K. Standards and References: Shall be latest edition unless a specific edition, year, or version is cited, or is enforced by the AHJ.
- L. Warranties:
  - 1. General: Products and workmanship shall be warranted to be free from all defects, capable of providing satisfactory system operation, and conforming to the requirements of the Contract Documents. Include in the project bid all costs associated with project warranties to ensure that the warranty extends for the required period; possible project delays and failure by others to complete their work may cause the start of the warranty period to be delayed. The Contractor shall be responsible for increasing the warranty dates by corresponding amounts to provide the required warranty periods.
  - 2. Basic Project Warranty: As described in Division 0 and 1. See individual specification sections for specific warranty requirements. Start date and duration are as indicated in Division 0 and 1. Where not indicated otherwise in Division 0 or 1, the basic project warranty shall start at project substantial completion and be for one year.
  - 3. Special Warranties: See individual specification sections for special warranty requirements and extended warranty periods beyond the basic project warranty.
- M. Permits and Fees:

1. Obtain and pay for all permits, licenses, fees and inspections as required by the Code and as specified herein (unless noted otherwise).
  2. Pay all charges made by any utility company or municipality for material, labor or services incident to the connection of service (unless noted otherwise).
- N. Commissioning: All mechanical systems are to be commissioned per Section 20 0800. The Contractor has specific responsibilities for scheduling, coordination, startup, test development, testing and documentation. At a minimum, the Contractor shall provide a documented and signed record to verify that all equipment and systems installed under this contract have been inspected and functionally tested to verify full compliance with the contract specifications. In many cases, this shall require the Contractor to create or otherwise provide procedures and checklists for approval by the Commissioning Consultant prior to the start of functional testing. Reference Division 1 and coordinate all commissioning activities with the Commissioning Consultant.

## **1.05 SUBSTITUTIONS**

- A. General: See Division 0 and 1 for information and requirements regarding substitutions. Manufacturers not scheduled on the plans or listed as "Acceptable Manufacturers" require prior approval and shall submit a substitution request form (see Division 1 for requirements and limitations). See Paragraph 2.01 this specification section regarding "Acceptable Manufacturers".
- B. Redesign:
1. The Contract Documents show design configurations based on particular manufacturers. Use of other manufacturers' products (i.e. substitutions) from what is shown (or specified) may require redesign of mechanical, plumbing, controls, fire protection, electrical, structural, and general building construction to accommodate the substitution.
  2. Review the installation requirements for substitutions and provide redesign of all affected construction. The redesign shall be equal or superior in all respects to the Architect/Engineer's design (as judged by the Architect/Engineer), including such aspects as equipment access, ease of maintenance, utility connection locations, unit electrical requirements, noise considerations, unit performance, and similar concerns.
  3. Redesign shall be done by the Contractor and shall meet the requirements and have the approval of the Architect/Engineer prior to beginning work. Apply for and obtain all permits and regulatory approvals.
- C. Construction Modifications: Provide all required construction modifications to accommodate the substituted products; this includes all mechanical, plumbing, controls, fire protection, electrical, structural, and general building construction.

Construction modification shall comply with code, specifications, and be equal to designed construction.

- D. Costs: Cost of redesign, construction costs, and all additional costs incurred to accommodate substituted equipment shall be borne by the Contractor.
- E. Submittals: In addition to other required submittals, submit shop drawings showing the redesign for substituted equipment; submittal shall include installation plans and sections, connecting services (i.e. ducts, piping, electrical) locations and routing, required service clearances, and related installation details. Submit data required by other disciplines to allow review of the impact of the substitution (i.e. weights, electrical).

## **1.06 QUALITY ASSURANCE**

- A. Experience: All work shall be performed by individuals experienced and knowledgeable in the work they are performing, and experienced with the same type of systems and building type as this project. By virtue of submitting a bid, the Contractor is acknowledging that workers to be utilized on this project have such experience and knowledge. Upon request of the Engineer, submit resumes showing the work history, training, and types of projects worked on, for individuals assigned to this project.
- B. Code: Utilize workers experienced and knowledgeable with codes pertaining to their work; verify code compliance through-out the project.
- C. Quality Assurance Checks: Prior to ordering products and making submittals, confirm the following for each:
  - 1. General: Product is suitable for the intended purpose and complies with the Contract Documents.
  - 2. Manufacturer: Product's manufacturer is listed as an acceptable manufacturer in the Contract Document's or a substitution request (where allowed) has been submitted and the manufacturer has been listed as acceptable.
  - 3. Electrical (for products requiring electrical power):
    - a. Product is for use with the voltage/phase as indicated on the electrical plans (or for the electrical circuit the item will be connected to).
    - b. Product's ampacity requirements (MCA) do not exceed that indicated on the electrical plans (or for the electrical circuit the item will be connected to).
    - c. Where product is a replacement for an existing product, and is to be re-connected to an existing circuit, the existing voltage/phase

has been field verified and product matches voltage/phase available.

4. Weight: Product's weight is no greater than that indicated.
5. Space Verification: Product will fit in the space available, and along the path available to install the item, will have adequate service clearances, and will not impede on any clearances required for other items in the space the item will be located.
6. Installation: A suitable method for installing the product has been selected which meets the project schedule and other requirements.
7. Lead Time: The product's fabrication, shipping, and delivery period meets the project schedule requirements.
8. Substituted Equipment: Where equipment is not the basis of design confirm all requirements for substituted equipment have been met and shop drawings of construction revisions have been (or are being) prepared.
9. Controls: Item is compatible with the controls it will be connected to and has been coordinated with the firm providing the project control work.
10. Listing: Item is Listed when required to be as such. And if the item is to be installed as part of a Listed system or assembly, it is compliant with the Listing of the overall system or assembly.
11. Existing Buildings/Systems: Product size, weight, connecting services (i.e. electrical, controls, power, plumbing, etc.) are configured and suitable for existing items they connect to or interface with.

#### **1.07 SUBMITTALS - GENERAL**

- A. Variations: Only variations that are specifically identified as described herein will be considered. Provide with the submittal (in addition to other information required): description of the proposed variation, entity who is proposing the variation, why the variation is being proposed, any cost changes associated with the variation, and any other pertinent data to allow for review. Failure to submit information on the variation as described will result in the submittal review being conducted without considering the variation.
- B. Quality Assurance: By submitting an item for review, the Contractor is claiming that all "Quality Assurance Checks" (see paragraph 1.06 this specification Section) have been performed and satisfactorily passed and no further comment from the submittal reviewer is required for the "Quality Assurance Checks".
- C. Product Submittals - Information Required:



1. Manufacturer's catalog information, containing product description, model number, and illustrations. Mark clearly to identify pertinent information and exact model and configuration being submitted.
2. List of accessories and options provided with product.
3. Product dimensions and clearances required.
4. Product weight.
5. Submittal identified with product name and symbol (as shown on the drawings or written in the specifications) and specification Section and paragraph reference.
6. Performance capacity and characteristics showing compliance with the Contract Documents.
7. Manufacturer's and local manufacturer's representative names, addresses, and phone numbers.
8. For equipment requiring piping or duct connections:
  - a. Type of connections required.
  - b. Size and locations of connections.
9. For electrically operated equipment:
  - a. Number and locations of electrical service connections required.
  - b. Voltage required.
  - c. Fuse or circuit breaker protection requirements.
  - d. Motor starter requirements; if motor starter is furnished with the equipment, submit product information on motor starter.
10. For equipment requiring control connections:
  - a. Type of control signals required.
  - b. Control communication protocol.
  - c. Information on control devices furnished with equipment.
  - d. Location of control connections.
11. Manufacturer's installation instructions.
12. See each specification Section for additional submittal requirements.

- D. Shop Drawing Submittals: Provide for the following systems:
1. HVAC control systems.
  2. For any parts of any system which are to be installed differently than as shown on the drawings.
  3. Construction revisions to accommodate Substituted Equipment.
  4. Other areas/work as noted in the Contract Documents.
  5. For those systems requiring shop drawings, reference system's specification Section for additional requirements.

#### **1.08 SCHEDULE OF VALUES**

- A. Breakdown: Provide schedule of values for the following categories (as a minimum); provide a materials and labor breakdown for each category.
1. Mobilization.
  2. General Project Management, General Design, General Coordination, Submittals.
  3. Insulation.
  4. HVAC System:
    - a. Equipment.
    - b. HVAC Ductwork and Accessories.
  5. Controls:
    - a. Engineering and shop drawings.
    - b. Rough-in.
    - c. Trim.
    - d. Programming.
  6. Balancing.
  7. Commissioning.
  8. O&M Manual, Record Data.
  9. Punchlist, Closeout, Owner Training.

- B. Closeout: The dollar value for "Punchlist, Closeout, and Owner Training" shall in no case be less than 3% of the total dollar value of the mechanical work.

#### **1.09 RECORD DOCUMENTS**

- A. Field Record Drawings: Maintain a set of full size contract plans at the project site upon which all changes from the as-bid plans are noted. Plans shall be maintained clean, dry and legible; with information recorded concurrent with construction progress. These plans shall also include actual locations (with dimensions) of all underground and concealed mechanical systems. Connection points to outside utilities shall be located by field measurements and so noted on these record drawings. All addenda, change order, field orders, design clarifications, request for information, and all other clarifications and revisions to the plans shall also be made a part of these record drawings. Plans shall be available for weekly review by the Architect/Engineer. Label drawing "As-Builts" with date, name of Contractor, and name of individual overseeing the work.
- B. Final Field Record Drawings Submittal: Deliver to the Architect/Engineer the original Field Record drawings and one full size copy.

#### **1.10 PRODUCT HANDLING, PROTECTION AND MAINTENANCE**

- A. Protection:
  - 1. Protect all products from contamination, becoming unclean, and from damage of any kind and whatever cause; when being handled, in storage, and while installed, until final project acceptance.
  - 2. Completely cover fixtures, motors, control panels, equipment, and similar items to protect from becoming unclean and damage of any kind.
  - 3. Protect premises and work of other trades from damage due to Mechanical work.
- B. Openings: Cap all openings in pipe, ductwork and equipment to protect against entry of foreign matter until all work that could cause unclean conditions or damage is complete (including work that has dust or fumes associated with it). Caps shall be of sufficient strength and seal integrity to prevent entry of water or fumes for the most extreme conditions they may be exposed to (i.e. high velocity water spray, high winds, concrete splash, etc.).
- C. Storage: Provide properly conditioned and sheltered storage facilities for products to prevent damage of any kind and to maintain new condition. Provide adequate venting arrangements to avoid condensation damage.
- D. Operation and Maintenance:
  - 1. General: Inspect products periodically to confirm conditions and maintenance needs. Keep records of inspections and (upon request) forward to the Architect/Engineer prior to project final acceptance.

Operation and Maintenance shall be in accordance with manufacturer's written procedures and recognized best maintenance practices. Keep records of maintenance and (upon request) forward to the Architect/Engineer prior to project final acceptance.

2. **Stored Products:** Provide maintenance (i.e. equipment rotation, lubrication, flush, cleaning, etc.) and inspection on products while stored to maintain new condition.
  3. **Installed Products:** Provide maintenance and inspection of products and operate mechanical systems until substantial completion or specified Owner Instruction has been provided (whichever is later). Maintenance shall include all labor and materials and all manufacturers' recommended maintenance (i.e. strainer cleaning, filter changes, bearing lubrication, belt tensioning, etc.). In addition to scheduled maintenance, review all equipment periodically to allow detection of improper operation or any special maintenance needs; review shall be consistent with best practices for the product but in no case less than a site visit every two weeks. Document all maintenance activities.
- E. **Damaged Products:** Damaged products shall be replaced with new. Where damage is limited to paint (or similar finish), the product may remain if the finish is restored to a new condition (as judged by the Architect/Engineer).

#### **1.11 JOB CONDITIONS**

- A. **Special Requirements:**
1. Maintain emergency and service entrance usable to pedestrian and vehicle traffic at all times. Where trenches are cut, provide adequate bridging for traffic.
  2. Coordinate startup and shutdown of all mechanical systems and utilities with related trades and the Owner's representative.
  3. Coordinate all construction activities with the Owner's Representative and cooperate fully so as to minimize conflicts and to facilitate Owner usage of the premises during construction.
  4. Provide temporary services to occupied areas to accommodate Owner's use during construction. All temporary work shall comply with same specifications as for new work and be of same quality.
- B. **Downtime Restrictions:**
1. Contractor shall notify the Owner at least 72 hours in advance of any intended shut-down of any building services or systems and obtain Owner approval prior to proceeding.

2. Electrical power to the building shall not be interrupted at any one time for more than 15 minutes.
- C. Schedule of Work: Arrange work to comply with schedule of construction, and so as not to violate any downtime restrictions, and to accommodate the Owner's scheduled use of the premises during construction.

## **1.12 ENGINEER REVIEWS AND WITNESSING**

- A. General: Arrange construction schedule and notifications to the Engineer to accommodate Engineer's schedule and the possibility of review times occurring up to 14 days after notification, and for the possible failure to satisfactorily pass Engineer's reviews requiring revisions and re-reviews.
- B. Notification: Notify Engineer at least 7 days in advance of readiness for reviews; arrange mutually agreed upon times for the reviews to occur.
- C. Access: Provide ladders, any special tools and safety equipment to allow Engineer's access to areas and equipment. Remove and reinstall ceiling tiles, access panels, and similar items where requested to allow for reviews.
- D. Review of Systems with Equipment:
  1. Prior to Engineer's review, system's equipment shall have received specified start-up and be substantiated by a written report.
  2. Prior to Engineer's review, systems shall have been operating properly for at least five consecutive days prior to the scheduled review date.
  3. Personnel shall be present to operate the system's equipment and controls, and to vary system settings as directed by the Engineer to allow for a review of operation over a range of settings.
- E. Re-Review Fees: The project budget allows for one review by the Engineer for specified reviews and witnessing. See Division 0 and 1 for compensation to the Engineer for required re-reviews.

## **1.13 REFERENCES**

- A. ASME A13.1: Scheme for the Identification of Piping Systems.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. General: Any reference in the Specifications or on the Drawings to any article, device, product, material, fixture, form or type of construction by manufacturer, name, make, model number, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The manufacturers listed as Acceptable Manufacturers may bid the

project for the items indicated without submitting a substitution request; however that does not relieve the products from having to comply with the Contract Documents.

- B. Substitutions: Products by manufacturers listed as “Acceptable Manufacturers” (other than those listed as the “Basis of Design”) are considered substitutions and shall comply with the requirements for substitutions. See Paragraph titled “Substitutions” in Part 1 of this specification section.
- C. Considerations: In reviewing a manufacturer for acceptance, factors considered (as compared to the specified item) include: engineering data showing item's capacity, performance, proper local representation of manufacturer, likelihood of manufacturer's future local support of product, service availability, previous installations, previous use by Owner/Engineer/Architect, product quality, availability/quality of maintenance and operation data, electrical requirements, capacity/performance, acoustics, physical dimensions, weight, items geometry and access requirements, utility needs, and similar concerns.
- D. Limitations of the Term “Acceptable Manufacturer”: The listing of a manufacturer as an Acceptable Manufacturer does not necessarily mean that the products of that manufacturer are equal to those specified. The listing is only an indication of those manufacturers which have represented themselves as being capable of manufacturing, or have in the past manufactured, items equal to those specified. The burden to review products to confirm equivalency with the specified products is on the Contractor. The Architect/Engineer shall be the final judge as to whether an item is equal to that specified.
- E. Quality: Products provided by Acceptable Manufacturers shall be equal to or superior to the specified manufacturer's item in function, appearance, and quality, and shall fulfill all requirements of the Contract Documents. The Architect/Engineer shall be the judge as to whether an item meets these requirements or not.
- F. Manufacturer: To be considered as being made by a particular manufacturer, the product must be made directly by the manufacturer and have the manufacturer's name (or nameplate with name) affixed to the product (or on the product container where direct labeling is not possible). Example: manufacture “A” is listed as an acceptable manufacture; manufacturer “B” is not listed as an acceptable manufacturer; manufacturer “A” owns “B”; products from “B” do not qualify as being made by an acceptable manufacturer by virtue of ownership.

## **2.02 PRODUCTS - GENERAL**

- A. Standard Products: Products shall be standard products of a manufacturer regularly engaged in the manufacture of such products. The standard products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two year use shall include applications of equipment and materials under similar circumstances and of similar size. The two year's experience must be satisfactorily completed by a product which has been sold or is offered for sale on the commercial market through advertisements,

manufacturers' catalogs, or brochures. Except that equipment changes made solely to satisfy code requirements, to improve unit efficiency, or to comply with unique project requirements are not required to have two year prior operation.

- B. Latest Design: Products shall be the latest design and version available from the manufacturer, including software. Discontinued products shall not be used.
- C. Service Support: Qualified permanent service organizations for support of the equipment shall be located reasonably convenient to the equipment installation and able to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.
- D. Manufacturer's Nameplate: Equipment shall have a manufacturer's nameplate bearing the manufacturer's name, address, model number, serial number, and additional information as required by code. Nameplate shall be securely affixed in a conspicuous place. The nameplate of the distributing agent will not be acceptable. Nameplate shall be of durable construction, easily read, with lettering minimum size 12 font.
- E. Compatibility: All components and materials used shall be compatible to the conditions and materials the items will be exposed to. All items exposed to the weather shall be galvanized, or be of stainless steel or similar corrosion resistant material.
- F. Sizes: Sizes indicated for products manufactured to standardized sizes (e.g. pipe, pipe fittings, valves, material gauges, etc.) are minimums. During bidding confirm that the sizes are available and meet project requirements. Where indicated sizes are not available provide the next larger available size; confirm this larger size will suit the construction and meet Contract Document requirements prior to ordering. Such size revisions are subject to Engineer's review; indicate size revisions on the product submittal and why the size is being revised.
- G. Non-Specified Items: Materials shown on the drawings but not specified shall be provided as shown and as required to suit the application illustrated and intended and shall be of commercial quality, consistent with the quality of similar type items provided on the project. Not all items shown on the drawings necessarily have a corresponding specification; such items shall be provided per this paragraph and so as to provide complete, finished, fully functioning mechanical systems.
- H. Weights: Do not exceed the weights shown unless added structural supports are provided. Such supports shall meet the requirements of the project Structural Engineer. The Contractor shall bear all costs for all redesign and added supports to accommodate heavier equipment. The Contractor shall reimburse the Engineer for all time associated with all review and analyses regarding the use of equipment heavier than that indicated.

- I. Temperature/Pressure Rating: All materials and components furnished shall be suitable for the temperature and pressures they will be exposed to. Contractor shall consider possible operating modes to ensure proper material ratings.
- J. Standardization: All products of the same type shall be by the same manufacturer and have the same characteristics and features to allow for Owner's standardization.
- K. Model Numbers: Any reference to a manufacturer's "model number" is a reference to a manufacturer's series number or type of product, and is not a complete "model number" in having all the necessary numbers/letters to convey all of the features, accessories, and options that are required. These series numbers are only meant to convey a type of product that may meet the project requirements. Where conflicts or discrepancies occur regarding a listed manufacturer's series or "model" number and specified capacities or features, the more stringent and expensive shall prevail.

## **2.03 ELECTRICAL**

- A. General: All electrical devices, wiring, products, and work shall comply with the Division 26 specifications and code. See drawings for building occupancy type, types of construction, and areas which may require special wiring methods or other electrical work.
- B. Equipment: All equipment requiring power shall be factory wired to an equipment mounted junction box (or an accessible compartment with power terminals or electrical device) arranged to allow for connection of electrical power.
- C. Overcurrent protection: Circuit breakers, circuit breaker disconnects, fuses, and other current limiting devices indicated to be provided, shall be rated to suit the maximum overcurrent rating of the item served, and have other ratings, as required by code. Circuit breakers for HVAC and refrigeration unit equipment shall be UL listed by HACR type.
- D. Short Circuit Current Rating (SCCR): All equipment (or components) requiring the use of electrical power shall have a SCCR value to comply with code. The minimum rating shall be 65,000 Amps RMS Symmetrical unless a lower value is indicated on the plans or allowed by code. Where the Contractor wishes to utilize equipment having a lower rating, the Contractor shall be responsible to provide calculations substantiating that a lower SCCR is acceptable (and complies with code), or make revisions to the electrical system to accommodate the proposed equipment (or components).
- E. Product Certification (Listing): Products which require connection to electrical power shall be certified (i.e. listed) by a Nationally Recognized Testing Laboratory (NRTL) and be labeled (in a conspicuous place) with such certification (or certification mark). Certification shall comply with code, OSHA Standards, and Authority Having Jurisdiction (AHJ) requirements. NRTL's shall be recognized as such by OSHA and the AHJ. Certification shall be for the complete assembly (approval of individual components is not acceptable). Field



evaluations to obtain certification shall be performed by accredited product testing laboratories acceptable to the AHJ and Engineer, be performed in accordance with code, NFPA 791, recognized practices, and be labeled to identify the certification.

## **2.04 MOTORS**

- A. General: Where a piece of equipment specified includes an electric motor, the motor shall be factory installed and mounted. Motor starters and motor electrical disconnect switches shall be provided by the Contractor doing the work of the Section where the item was specified, unless specifically shown to be provided by Division 26 (or another Division). Wiring from the motor to motor starters and to electrical disconnects shall be by the Contractor doing the work of the Section where the item was specified, unless specifically shown to be provided by Division 26.
- B. Acceptable Manufacturers: General Electric, TECO-Westinghouse, Reliance, Gould, Century, Baldor, U.S. Motors, Marathon, and acceptable manufacturers for the equipment (see individual specification sections).
- C. Type: Motor type shall comply with code and applicable standard requirements and be configured to suit the application. Motors located indoors shall be open frame, drip-proof type, unless indicated otherwise. Motors located outdoors exposed to weather shall have corrosion resistant finish and shall be totally enclosed fan cooled (TEFC) or totally enclosed non-ventilated (TENV) type, unless indicated otherwise.
- D. Listing: All motors shall be UL listed.
- E. Efficiency: Motor efficiencies shall comply with code. Fractional horsepower motors shall be the electronically commuted (EC) type with speed control where noted and where non-EC motors are not available which comply with code efficiency requirements. Motor power factor shall comply with code, local utility requirements, and as indicated. Provide added power factor correction devices as necessary to comply.
- F. Sizing: Motors shall not be smaller than indicated and of adequate size to start and drive the respective equipment when handling the quantities specified without exceeding the nameplate full load current at the conditions indicated and for the expected operating conditions. If it becomes evident that a motor furnished is too small to meet these requirements as a result of the Contractor using substituted equipment or having revised the system arrangement, the Contractor shall replace it with a motor of adequate size at no additional cost to the Owner. Contractor shall also arrange with the Electrical Contractor to increase the size of the wiring, motor starter and other accessories as required to serve the larger motor at no additional cost to the Owner.
- G. Service Factor: Minimum 1.15.

- H. Variable Frequency Drive (VFD) Applications: Motors used with Variable Frequency Drives (VFD's) shall be rated for such use per IEEE standards and have shaft grounding protection.
- I. EC Motors (ECM):
  - 1. General: Electronically commutated type with integral inverter to convert AC power (of voltage/phase indicated) to DC power, and solid state circuitry to vary output power and speed of motor. Motor shall have permanently lubricated bearings with an L10 life of 100,000 hours at expected operating conditions. Motor shall have rotor position and rotation detection as required for operation.
  - 2. Speed Range: Motor speed shall be controllable down to 25% of full speed.
  - 3. Manual Speed Control: Provide with manual speed adjustment dial for motor speed control. Dial shall be motor mounted unless indicated otherwise, operable by a screwdriver or by hand. Motor mounted controls shall be factory wired. Remote mount dials shall be hand operable (i.e. no tools required), shall be for mounting on a standard 2 x 4 electrical junction box, and be able to be located up to 100 feet remote from the motor. Motor control wiring for remote mount dials shall be factory wired from the motor to an equipment mounted junction box (with field supplied wiring from this J-box to the remote dial).
  - 4. EMCS Control: Motor speed shall be adjustable via a remote 0-10V input signal (unless noted otherwise) from the building EMCS. Control wiring shall be factory wired from the motor to an equipment mounted junction box. EMCS control is not required where not indicated to be provided or where not utilized as part of the control sequence.
  - 5. Control Power: Provide with integral transformer, factory wired, as needed to power motor controls. Locate transformer at motor or equipment.

## **2.05 IDENTIFICATION AND LABELS**

- A. General: All mechanical equipment shall be labeled. Labels in concealed accessible spaces shall be reviewed and verified by Architect/Engineer prior to being concealed.
- B. Equipment:
  - 1. Labels: Laminated plastic (or phenolic) material, 1/16-inch thick, with black surface layer and white (unless other color indicated) sub-layer, with engraving through to expose white sub-layer. Minimum 2-inch high (unless indicated otherwise or required due to equipment size) with length to contain required lettering. Label shall be pre-drilled and be

mechanically fastened to the equipment. Prior to making labels, submit a list of all proposed labels.

2. Lettering: All caps, engraved on label, with equipment designation (same designation as used on Contract Drawings; e.g. HVAC-101, EF-22, CP-1A). Air handling equipment (i.e. VAV terminal units, fans, etc.) labels shall include the room names and numbers or area of building served (use final installed room designations). Where systems serve portions of the building (i.e. wings or floors), include on label the area served. Lettering shall be in multiple rows, with equipment label on top row. Equipment lettering to be 5/8-inch high; area served lettering to be 3/8-inch high (except that smaller lettering may be used if necessary to fit label size).
3. Application: All scheduled mechanical equipment shall be labeled. The label shall be located on a side of the equipment so as to be easily read, with the marking visible to a person standing at the access level near the equipment (assuming any necessary access to a concealed unit has been made).

E. Electrical Devices:

1. Labels: Minimum 1/4-inch high (unless indicated otherwise) lettering, all caps, engraved on laminated plastic or phenolic material, at least 1/16-inch thick. Laminated plastic (or phenolic) shall have black surface layer and white (unless other color indicated) sub-layer, with engraving through to expose white sub-layer. Label shall be pre-drilled and be mechanically fastened to the item; where mechanical fastening is not possible use 3M VHB double sided specialty tape No. 4945. Prior to making labels, submit a list of all proposed labels.
2. Lettering: Label shall identify the item served (using the same designation as indicated on the Contract Drawings), the source of power (by panel and circuit breaker), and comply with code.
3. Application: Variable frequency drives, motor starters, disconnects, contactors, relays and similar items which control power to equipment and system components shall be labeled. The label shall be located so as to be easily read. See Division 25 for labeling of low voltage control components.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Workmanship: Furnish and install products to provide complete and functioning systems with a neat and finished appearance. If, in the judgment of the Architect/Engineer, any portion of the work has not been installed in accordance with the Contract Documents and in a neat workmanlike manner, or has been left in a rough, unfinished manner, the Contractor shall be required to revise the work

so that it complies with the Contract Documents, at no increase in cost to the Owner.

- B. Coordination: Coordinate the work with all trades that may be affected by the work to avoid conflicts and to allow for an organized and efficient installation of all systems.
- C. Examination and Preparation: Examine installation conditions and verify they are proper and ready for the work to proceed. Verify compatibility of materials in contact with other materials, and suitability for conditions they will be exposed to. Do not proceed with the work until unsatisfactory conditions have been corrected. Prepare area to accept the work and prepare products for the installation.
- D. Field Conditions: Check field conditions and verify all measurements and relationships indicated on the drawings before proceeding with any work. In verifying existing conditions, the Contractor shall verify by direct physical inspection, complete tracing out of systems, by applying test pressures, by excavation and inspection, use of pipeline cameras, and other suitable absolute certain methods to confirm the actual physical conditions that exist.
- E. Openings and Cutting and Patching in Existing Construction:
  - 1. Openings--General: Provide all openings and cutting as needed to accommodate all work. Provide patching to restore all damaged and disturbed areas to pre-construction conditions (or better). The Contractor or subcontractor requiring the opening shall be responsible for making that opening. The opening shall be made by skilled labor experienced in providing openings in the material being penetrated.
  - 2. Areas To Be Cut and Patched: Wherever floors, walls, ceilings, plates, firestops and framing members are cut, these openings shall be substantially reinforced and sealed so as to maintain the strength and sealing ability of the element equal to that as if it had not been cut. All reinforcement/sealing shall satisfy the Architect/Engineer and comply with the governing codes. Such cut areas shall be patched and restored to a finished condition, equal to adjacent final finished areas that have not been cut.
  - 3. Cutting of Structural Features: Make no cuts or alterations to any structural framing members without explicit consent of the Engineer, and then only under his direction. Locate cuttings so they will not weaken structural components. Cut carefully and only the minimum amount necessary. All required cutting to install material shall be accomplished with the use of saw cutting equipment.
  - 4. Patching Materials: Patching shall be with materials of like kind and quality of the adjoining surface by skilled labor experienced in that particular trade.
- F. Cleaning: Clean all products (whether exposed to view or not) of all construction

debris, and other materials; grease and oil spots shall be removed with appropriate cleaning agents and surfaces carefully wiped clean. Where cleaning cannot restore items to new conditions, the item shall be replaced with new.

### **3.02 INSTALLATION**

- A. General: Work shall be in accordance with manufacturer's written installation instructions, code, applicable standards, and best construction practices.
- B. Space Verification: Prior to ordering materials verify that adequate space exists to accept the products, and along the installation path. Such verification shall be by direct field measurement of the actual space available and use of manufacturer's final submittal dimensions. Where the project involves new construction and long lead items and a time schedule not allowing for such direct field measurements, confirm in writing with all trades associated with building the space that adequate room is available. Review maintenance and service access space required and confirm requirements will be met. No submittals shall be made until such space verification work has been performed, and confirmed that adequate space is available. By virtue of making a submittal that Contractor affirms he has completed this verification.
- C. Installation Locations:
  - 1. General: Unless dimensioned locations for items are shown, select the precise location of the item in accordance with the Contract Documents, coordinated with other trades and item connection locations, and subject to the Architect/Engineer's review. No allowances will be granted for failure to obtain the Architect/Engineer's review, failure to coordinate the work, and failure to comply with Contract Document requirements.
  - 2. Manually Operated Components: Valves, damper operators, on/off switches, keypads, controls, and other devices which are manually adjustable or operated shall be located so as to be easily accessible by a person standing on the floor adjacent to the item. Any such items which are not in the open shall be made accessible through access doors in the building construction. See individual specification sections for additional requirements.
  - 3. Monitoring Components: Gauges, thermometers, instrumentation, and other components which display visual information (i.e. operating conditions, alarms, etc.), shall be located and oriented so as to be easily read by a person standing on the floor. Provide necessary brackets, hangers, remote read devices and accessories as needed. Equipment control panels and graphic displays furnished with equipment (or integral to equipment) shall be located to be easily accessible by a person standing on the floor adjacent to the equipment, and be located between 4-feet and 6-feet above the finished floor.
  - 4. Installation Issues: If circumstances at a particular location make the accessible installation of an item difficult or inconvenient, the situation

shall be discussed with the Architect/Engineer before installing the item in a location that will result in poor access.

- D. Replacement and Maintenance: Install mechanical equipment to permit easy access for normal maintenance, and so that parts requiring periodic replacement or maintenance (e.g. coils, heat exchanger bundles, sheaves, filters, bearings, etc.) can be removed. Relocate items which interfere with access or revise item installation location, orientation, or means of access.
- E. Building Access Doors: Provide access doors where indicated and where needed to provide access to valves, drains, duct access doors, and similar items requiring service or access that would otherwise be inaccessible. Consult architectural drawings and coordinate location and installation of access doors with trades which are affected by the installation. Access doors are typically not shown on the drawings. The Contractor shall review all construction details and types and locations of items requiring access to determine quantity and sizes of access doors required.
- F. Rotating Parts: Belts, pulleys, couplings, projecting setscrews, keys and other rotating parts which may pose a danger to personnel shall be fully enclosed or guarded in accordance with Code, and so as not to present a safety hazard.
- G. Dissimilar Metals: Provide separations between all dissimilar metals. Where not specified in another way, use 10 mil plastic tape wrapped at point of contact or plastic centering inserts.
- H. Safety Protection: All ductwork, piping and related items installed by this Contractor that present a safety hazard (i.e., items installed at/near head height, items projecting into maintenance access paths, etc.) shall be covered (at hazardous area) with 3/4" thick elastomeric insulation and reflective red/white self-sticking safety tape. All sharp corners on supports and other installed items shall be ground smooth.
- I. Equipment Access: Access to equipment is of utmost importance. Contractor shall apply extra attention to the location of pipe and duct routings and in coordinating all work so that equipment access and a clear maintenance pathway to equipment is maintained. Poor maintenance access will not be accepted.
- J. Pressure Tests: Maintain documentation of all pressure (and leakage) tests performed on systems and submit with project closeout documents. Records shall contain (as a minimum): date of test, system name, description portion of system being tested, method of test, initial and final test pressures (or of measured leakage rates, as applicable), indication of test pass or fail, name and signature of individual performing (or documenting) the test, initials of independent witness of test.

### **3.03 PENETRATION PROTECTION**

- A. Exterior and Watertight Penetrations: Where any work pierces the building exterior (or construction intended to be watertight) the penetration shall be made

watertight and weatherproof. Provide all necessary products (e.g. caulking, flashing, screens, gaskets, backing materials, siding, roofing, trim, etc.). Where not detailed or indicated how to install submit shop drawings of the proposed methods. Flashing arrangements shall be per SMACNA Architectural Sheet Metal Manual unless noted otherwise. Caulking alone is not an acceptable means of sealing penetrations.

- B. Equipment: Equipment or products located outdoors shall be watertight (except for provisions designed to intentionally accept water and having drain provisions) and shall be designed and intended by the manufacturer to be used outdoors at the project location. Where any work pierces the unit casing exposed to the outdoors the penetration shall be made watertight and weatherproof; provide all necessary products (e.g. caulking, flashing, gaskets, backing materials, etc.).

### **3.04 START-UP**

- A. General: Provide inspections, start-up and operational checks of all mechanical systems and equipment. Maintain documentation of all start-up work and submit with project closeout documents. See individual specification Sections for additional requirements.
- B. Personnel: Inspection and start-up services shall be done by individuals trained in the operation, and knowledgeable with, the systems being started-up. Equipment start-up shall be by the manufacturer's authorized service representative where indicated (see individual specification Sections).
- C. Scheduling and Agenda: Submit a proposed detailed start-up schedule with proposed dates and times at least 30 days prior to the earliest proposed system start-up. Revise dates and times as mutually agreed upon with trades involved, and witnesses, before submitting a final start-up schedule.
- D. Witnessing: Start-up may be witnessed by the Engineer and Owner's representative (at their option). Notify the Engineer and Owner 7 days prior to the proposed start-up time.

### **3.05 OWNER INSTRUCTION**

- A. General: Provide instruction to the Owner on the operation and maintenance of all installed mechanical systems. Prior to instruction provide final Operation and Maintenance (O&M) manuals. Have copy of O&M manual and project drawings on hand during instruction.
- B. Personnel: Instruction involving the general arrangement and overview of systems, including locations and connections of system components, shall be by individuals that were involved in the installation of these systems. Instruction on the operation and maintenance of products shall be by individuals trained and experienced in the installation, operation and maintenance of these products. Instruction shall be by the product manufacturer's authorized service representative where indicated (see individual specification Sections).

- C.     Scheduling and Agenda: Submit a proposed instruction schedule (with proposed dates and times) and an instruction agenda at least 30 days prior to the earliest proposed instruction period. Coordinate Owner and Architect/Engineer review and arrange mutually agreed upon instruction schedule and the instruction agenda, and submit a final instruction schedule and agenda. Organize instruction by sub-systems corresponding to the project specifications (or similar logical grouping).
- D.     Field Instruction:
1.     General: Provide instruction to the Owner on the operation and maintenance of all installed mechanical systems.
  2.     Personnel: Instruction on the operation and maintenance of products shall be by individuals trained and experienced in the installation, operation and maintenance of these products.
  3.     Scheduling and Agenda: Submit a proposed instruction schedule (with proposed dates and times) and an instruction agenda at least 30 days prior to the earliest proposed instruction period. Coordinate Owner and Architect/Engineer review and arrange mutually agreed upon instruction schedule and the instruction agenda, and submit a final instruction schedule and agenda. Organize instruction by sub-systems corresponding to the project specifications (or similar logical grouping).
  4.     Instruction: Demonstrate and explain normal start-up, normal shut-down, normal operation, normal settings, adjustments, signs of abnormal operation, emergency shut-down, safety concerns, and related information. Demonstrate and explain system maintenance requirements with references to the O&M Manual. Show how maintenance is performed, including how items are accessed, maintenance procedures, tools and parts required, and related information. Review typical repairs and explain how performed.

**END OF SECTION**



## **SECTION 20 0503**

### **EXISTING SYSTEMS WORK FOR MECHANICAL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Protection of Items from Damage.
- B. Maintaining Utilities and Building Services.
- C. Cleaning.
- D. Review of Existing Conditions.
- E. Cutting and Patching.
- F. Deactivation and Cap-off of Systems.
- G. Mechanical Demolition and Disposal.
- H. Hazardous Materials Discovery.

##### **1.03 DEFINITIONS**

- A. "Remove", "demo", and "demolish" mean "Remove and legally dispose of item and item accessories; except where indicated to be reinstalled, salvaged, or some other required work is indicated."

#### **PART 2 - PRODUCTS**

##### **2.01 GENERAL**

- A. Materials: All materials used for capping, temporary piping, repairs, reconnecting, reinstalling, and related work shall be same as specified for new systems.

#### **PART 3 - EXECUTION**

##### **3.01 GENERAL**

- A. Protection: Existing items not being demolished shall be protected against damage. Where necessary to prevent damage or necessary to accomplish other work, items shall be disconnected and moved to a suitable protective storage location during the project and then reinstalled to their original location.
- B. Utilities and Building Systems: Maintain existing utilities and building systems in service (unless indicated otherwise) and protect from damage during project. Where utilities or building systems must be shut-off to accomplish the work, see drawing notes, Section 20 0500, and Division 1 for downtime limitations and Owner coordination and notification requirements; coordinate interruptions with other trades.
- C. Cleaning: All existing items that remain during construction and were affected by the construction shall be cleaned to a like new condition.
- D. Equipment and System Contents: Equipment and systems contain fluids that are typical for such items (e.g. HVAC units contain refrigerant, oils; hydronic systems contain ethylene glycol, corrosion control chemicals, etc.) and require special removal methods and disposal.
- E. Existing Items:
  - 1. Information and Field Verification: Routing, locations, and identification of existing items on plans are approximate and are limited. The relative location of systems shown on plans has not been verified, and is schematic only. Field verify locations, contents, and flow direction of all piping and ducts prior to performing any work associated with such systems (see also Section 20 0500). Do not rely on existing labeling of systems; such labeling shall be considered wrong until verified by other physical evidence.
  - 2. Work Around: Existing building cavities (ceiling spaces, walls, etc.) contain a multitude of systems (e.g. conduit, wiring, fire suppression, light fixtures, low voltage system components, piping, ducts, etc.) typical for buildings of the type of this project. Added effort is required to identify and locate these systems, to work around such systems, and to temporarily disconnect and reconnect (and possibly remove and store) various building components to accommodate the work. Existing building elements will also require the work to be installed in smaller sections (i.e. shorter pipe or duct lengths) than normally possible, and to make system connections in awkward or cramped locations.
  - 3. Revisions: Revise existing systems as needed to accommodate project work and new finishes. Work shall include adjusting locations of items to suit new ceiling heights, revisions to building element locations, revisions to finishes, and other changes.
  - 4. Electrical: Verify voltage, phase, horsepower, panel circuits, and other electrical parameters of existing items prior to beginning work and ordering replacement products. Electrical data listed on the drawings for

such items has not been field verified.

5. Controls: Verify existing communication protocol, existing component manufacturers, and model numbers, LAN type(s), software, location of devices, quantity of system points, methods used in terminating communication wiring, overall system performance, and sequences.
- F. Cutting: Provide all cutting and openings as necessary to accomplish the work indicated. No structural members shall be cut unless Structural Engineer's approval is obtained first. Assume all building members are "structural" unless clearly evident otherwise. See Section 20 0500 and Division 1 for additional requirements.
- G. Patching: Patch all wall/floor/ceiling/roof openings left by removal of existing items where wall/floor/ceiling/roof is to remain. Patch with materials and workmanship so as to match finish of adjacent undisturbed area, and to provide conditions equivalent to the original new construction.
- H. Disposal: Dispose of all demolished items and all waste materials off site in accordance with code and legal requirements.
- I. Owner's Salvage: Owner has first right to all items shown to be demolished. All items not wanted by Owner, and not indicated to be salvaged for reuse, shall be removed by the Contractor.

### **3.02 REVIEW OF EXISTING CONDITIONS**

- A. General: Provide field investigation of all systems and existing conditions to confirm extent of demolition, routing of existing systems, existing building materials of construction, mechanical system types and materials involved, areas where cutting and patching is required, site access, sizes of existing system components, and all other aspects of existing building and systems and their relationship to the Work.
- B. Review Timing: Review existing conditions prior to bidding, again prior to commencing any work or ordering materials, and continually throughout the project.
- C. Review for Space and Routing:
  1. Review existing conditions (including dimensions) where equipment must be moved through to confirm adequate space and path.
  2. Review existing conditions (including dimensions and locations of existing systems) where work will occur to determine impact on the locations and routing of new systems; include time to develop shop drawings and revisions to routing shown on the design drawings to accommodate existing conditions.

- D. Existing Record Drawings: Existing record drawings located at the Engineers office are available for review.

### **3.03 DEMOLITION**

- A. General: Review site conditions and identify all demolition work; include in bid all costs for demolition and disposal. Coordinate all demolition work with other trades. Confirm items to be salvaged or reused, and overall demolition scope.
- B. Scope: Not all items to be demolished are necessarily shown on the drawings, but are covered by notes and specifications. In addition to demolishing items indicated, demolish all associated items (unless indicated otherwise); this includes such items as supports, insulation, piping, drains, control wiring/conduit, power wiring/conduit, unions, valves, and similar accessories. Demolish all utilities serving demolished items completely or back to active mains where mains are to remain active; assume such utilities extend at least forty feet from the demolished items (unless indicated otherwise). Demolish all mechanical items located in building elements which are being demolished (i.e. located in walls, chases, roof assemblies, etc.). Demolish items as required to accomplish the work.
- C. Prevent Damage: Where existing building systems are to be reused to serve new items, carefully execute the demolition work to prevent damage to items to be reused and to prevent the demolition of items that are intended for reuse.
- D. Depth: Abandoned items, anchors, inserts, and other projections embedded in existing construction and not being concealed by new construction shall be removed to 1" below the adjacent finished surface, and the disturbed area patched.
- E. Cap-Offs and Terminations:
  - 1. Permanent: Provide cap-off of all existing utilities and systems that are cut or served demolished items. All cap-offs shall occur in concealed locations (unless indicated otherwise). Cap-off's shall be of equivalent material as the item being capped and be insulated where the connected system was insulated or where doing so will reduce energy consumption or prevent condensation.
  - 2. Temporary: Provide temporary cap-off of all existing utilities and systems to allow continued use of all systems until the final system components are installed and connected.
  - 3. Wiring Terminations: Terminate all control wiring and electrical power connections in a manner that complies with code and allows remaining items to function as intended.
- F. Equipment Services Reuse: Where equipment is being demolished and replaced with new at the same location, but new control or power devices (or other utility services) are not indicated to be provided; salvage and reuse the existing utility

services (i.e. control devices, wiring, disconnects, starter, plumbing, etc.) that served the demolished item to serve the new item. Carefully remove items to prevent damage, and in a manner to allow reuse. Clean items that are going to be reused and all accessories to like new condition. Revise utility services as needed to serve the new equipment.

### **3.04 HAZARDOUS MATERIALS**

- A. Hazardous Materials Discovery: If materials containing hazardous materials (other than those indicated) are discovered, do not disturb. Notify Owner to allow review and determine resolution. Assume in bidding and scheduling that there will be two occurrences of finding such materials, causing a 5 day project work stoppage each occurrence.

**END OF SECTION**

## **SECTION 20 0529**

### **HANGERS AND SUPPORTS FOR MECHANICAL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Duct Hangers and Supports.
- B. Mechanical Equipment Anchors and Supports.

##### **1.03 QUALITY ASSURANCE**

- A. Pipe Hanger Standards: Manufacturers Standardization Society (MSS) Standards SP-58, SP-89, SP-69, and SP-90.
- B. General: All methods, materials and workmanship shall comply with Code; including IBC, IMC, UPC, NFPA Standards, and ASME standards.

##### **1.04 SUBMITTALS**

- A. General: Submittals shall comply with Section 20 0500.
- B. Product Data: Submit product data for all hangers, supports, and anchors. Data to include finish, load rating, dimensions, and applicable agency listings. Indicate application for all items by system type, size, and other criteria as appropriate to project.
- C. Shop Drawings:
  - 1. General: Shop drawings shall clearly indicate dimensions, anchor and support type, anchor and support size, anchor and support spacing, finish, configuration, and systems/equipment to be applied to.
  - 2. Attachments: Submit shop drawings for proposed attachment methods to building structure where the method of attachment has not been shown on the drawings, or where attachment methods other than those shown on the drawings are desired to be used.
  - 3. Fabricated Supports: Submit shop drawings for all fabricated supports.

4. Finished Areas: Submit shop drawings for all supports that will be exposed in finished areas.

#### **1.05 GENERAL REQUIREMENTS**

- A. Seismic: Provide adequate hangers, supports, anchors, and bracing to serve as seismic restraints. Seismic restraints shall comply with Section 20 0548. Provide seismic restraint calculations and information per Section 20 0548 and as required by code.

#### **1.06 REFERENCES**

- A. ADC: Air Duct Council - Flexible Duct Performance and Installation Standard, 5th Edition.
- B. ASHRAE-F: American Society of Heating, Refrigeration, and Air Conditioning Engineers, Handbook of Fundamentals.
- C. ASME B31.1: Power Piping.
- D. ASTM A36: Standard Specification for Carbon Structural Steel.
- E. ASTM A108: Standard Specification for Steel Bar, Carbon and Alloy, Cold - Finished.
- F. ASTM A123: Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- G. ASTM A153: Standard specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- H. ASTM A653: Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc Iron Alloy-Coated (Galvannealed) by the Hot Dip Process.
- I. ASTM A907: Standard Specification for Steel, Wire, Epoxy - Coated.
- J. ASTM A924: Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot Dip Process.
- K. IBC: International Building Code.
- L. IMC: International Mechanical Code.
- M. Mason SRG: Mason Industries Seismic Restraint Guidelines for Suspended Piping, Ductwork, Electrical Systems and Floor Mounted Equipment, 6th Edition.
- N. SMACNA-DCS: HVAC Duct Construction Standards, 3rd Edition.
- O. SMACNA SRM: Seismic Restraint Manual Guidelines for Mechanical Systems, 2nd Edition.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 0500, Paragraph 2.01, Acceptable Manufacturers.
- B. Hangers and Supports: Grinnell, B-Line Systems, Unistrut, Erico, PHD, Basic-PSA, Pate, Caddy, Unisource, Metraflex, American Insulation Sales, Thermal Pipe Shields.
- C. Anchors: Rawplug, Phillips, Hilti, Michigan, Simpson, Fastenal, Grinnell, B-Line Systems, Unistrut, PHD, Basic-PSA, Metraflex.

### **2.02 GENERAL**

- A. Finish:
  - 1. Indoor Applications: Electro-plated zinc in accordance with ASTM B 633, or hot-dip galvanized after fabrication in accordance with ASTM A 123; except that hanger straps may be formed from pre-galvanized steel.
  - 2. Outdoor Applications: Hot-dip galvanized after fabrication in accordance with ASTM A 123, ASTM A 153, or ASTM A 653 (as applicable to item).
- B. Identification: Steel pipe hangers and supports shall be stamped with the manufacturer's name, part number, and size.
- C. Hanger Rods: Threaded hot rolled steel. Hanger rods shall be sized so that the total load imposed (including pipe or duct, insulation, hangers, and fluid) does not exceed the following:

<u>Nominal Rod Diameter</u>	<u>Maximum Load</u>
1/4 Inch	240 Pounds
5/16 Inch	440 Pounds
3/8 Inch	610 Pounds
1/2 Inch	1130 Pounds
5/8 Inch	1810 Pounds
3/4 Inch	2710 Pounds
7/8 Inch	3770 Pounds
1 Inch	4960 Pounds

- D. Hanger Straps: Galvanized steel, minimum 1" x 22 gauge (except where required by Code to be heavier or noted otherwise), of lock-forming grade conforming to ASTM A924, G90 (minimum) galvanized coating conforming to ASTM A 653. Minimum yield strength of 30,000 psi. Straps shall be sized so that the total load imposed does not exceed the following:

<u>Strap Size</u>	<u>Maximum Load</u>
1" x 22 Gauge	230 Pounds



1" x 20 Gauge	290 Pounds
1" x 18 Gauge	380 Pounds
1" x 16 Gauge	630 Pounds
1-1/2" x 16 Gauge	990 Pounds

- E. Beam Attachments: Constructed of malleable iron or steel, MSS standard types designed for clamping to building structural support beam. "C" clamp type shall have cup point set screws with locknuts and retaining straps. Center loaded type beam clamps shall have horizontally adjustable clamping bolt (or rod with nuts).
- F. Concrete Anchors: Wedge type expansion anchors, with hex nut and washer, and stainless steel split expansion rings. Tested to ASTM E 488 criteria, UL listed, with exposed anchor head stamped with code to identify anchor length.
- G. General Anchors (Screws, Nuts, Bolts, Fasteners):
  - 1. General: Constructed of materials suitable for the conditions exposed to and materials being joined, with minimum 50 year service life. Stainless steel construction where exposed to corrosive conditions. Configuration, size and grade to suit application, accommodate expected forces, and provide anchoring to structural element (or allow for proper fastening of items). Minimum safety factor of 2.5 (or as required by code, whichever is greater). Comply with ASTM A307, SAE J429, SAE J78, or ASTM A 563; bolts and nuts shall have unified inch screw threads (course, UNC).
  - 2. Test Reports: Provide independent test report indicating fastener strength (pullout and shear) as installed in the materials and applications of this project (when required by the Engineer or AHJ).
  - 3. Finish: In finished areas, the portion of fastener exposed to view shall match the exposed finish of item being fastened.
- H. Manufactured Strut Systems:
  - 1. Channels: Minimum 12 gauge, 1-5/8 x 1-5/8" (unless noted otherwise), with slots/holes to suit application.
  - 2. Accessories: Channel nuts press formed, machined and hardened with gripping slot, fabricated from steel conforming to ASTM A 108 or ASTM A 36. Fittings fabricated from steel in accordance with ASTM A 907.
  - 3. End Caps: Vinyl cap, capable of withstanding high temperatures without degradation, manufactured specifically for use with manufactured strut. Unistrut Series P2859 or P2860 (or approved).
- I. Steel: Structural steel per ASTM A 36.
- J. Wood: Only allowed to be used where building structural elements are of wood construction same type, grade used for building structural members. Where located outdoors shall be the pressure treated type; with all cut portions of wood

painted with wood preservative.

- K. Field Galvanizing Compound: Brush or spray applied galvanizing treatment; consisting of a premixed ready to apply liquid organic zinc compound, with 95% metallic zinc content by weight in dry film. ZRC worldwide "ZRC Cold Galvanizing Compound".

## **2.04 DUCT HANGERS AND SUPPORTS**

- A. Hangers: As shown in SMACNA-DCS except that wire shall not be used and all materials used shall comply with these specifications.
- B. Vertical Duct Supports at Floor: 1-1/2" x 1-1/2" x 1/8" (minimum) galvanized steel angle and to support ducts, maximum 12 foot on center, and as shown in SMACNA-DCS. For ducts over 30 inches wide provide riser reinforcing with hanger rods between the riser support and riser reinforcing.
- C. Vertical Duct Supports at Wall: 1-1/2" x 1/8" (minimum) strap or 1-1/2" x 1-1/2" x 1/8" (minimum) angle bracket and as shown in SMACNA-DCS.
- D. Hanger Attachments to Structure: As shown in SMACNA-DCS to suit building construction and as allowed on structural drawings. Provide washers at all fasteners through hanger straps (regardless of SMACNA-DCS allowances). Where C-clamps are provided, retainer clips shall be used. Friction beam clamps shall not be used.
- E. Hanger Attachments to Ducts: As shown in SMACNA-DCS except that wire shall not be used as any form of support or attachment for ducts.
- F. Flexible Duct Strap: Woven polypropylene hanging strap, minimum tensile strength of 400 lbs, minimum 1.75-inches wide, designed and intended for flexible duct support.
- G. HVAC Support Wire: Steel, minimum 12 gauge, soft-annealed wire, complying with Federal Specification QQ-W-461H, and IBC for support of ceilings and accessories installed in ceilings.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION - GENERAL**

- A. General: Provide all necessary bolts, nuts, washers, fasteners, turnbuckles, hanger rods, rod connectors, stanchions, wall/roof/floor backing and attachments, bridging between structural members, and any other miscellaneous accessories required for the support and anchoring of all pipes, ducts, and mechanical equipment. All supports, whether from floor, walls, or hung from structure, are Contractor's responsibility. Anchors and supports shall be adequate to accommodate forces equipment will be exposed to. Any field cut pieces of galvanized materials shall be hot-dip galvanized after cutting; or be solvent and wire brushed clean and receive field applied galvanizing treatment.

This field applied galvanizing (only allowed with prior permission for minor localized cuts) shall use multiple coats to provide as near equal protection as possible to factory (or hot-dip) applied coatings.

- B. Backing: Install steel or wood backing in walls (anchored to studs) and in ceiling (anchored to joists or trusses), as required to provide support for items.
- C. Installation: Install all inserts, anchors, and supports in accordance with manufacturer's instructions, code requirements, and best professional practices. The most restrictive criteria governs.
- D. Welded Assembly Finish: All welded steel support assemblies shall have a power wire brush and primer paint finish where installed indoors and be have factory applied hot-dip galvanized finish where installed outdoors (or subject to moisture); unless another finish is specified.
- E. Attachments: Attach to anchoring element (i.e. building structure, concrete pads, etc.) as shown on drawings (reference structural drawings). Where not detailed on the drawings, the Contractor shall design and submit shop drawings of proposed attachment methods to the Engineer for review.
- F. Application:
  - 1. Where not detailed on the drawings (or otherwise indicated), the selection and design of supports is the Contractor's responsibility, in compliance with code and Contract Document requirements; subject to submittal review and acceptance by the Engineer.
  - 2. Exposed supports in finished areas shall be arranged to minimize their visibility; be free of dents, scratches and labels, and be configured in a manner to match the decorum and finish of the room they are installed in. Exposed supports in finished areas shall be cleaned to allow for field painting (unless a chrome, stainless steel, or similar finish has been indicated).
  - 3. HVAC Support wire and flexible duct strap shall only be used for support of ceiling air inlets and outlets, or at flexible duct supports.
- G. Manufactured Strut ("Unistrut"): Provide end caps on all strut ends at the following locations:
  - 1. Where exposed to view in finished areas.
  - 2. Where near maintenance access paths.
  - 3. Where personnel injury could occur if the ends were not covered.
- H. Seismic: Provide bracing and added supports to restrain movement in a seismic event. Items serving as seismic restraints shall comply with Section 20 0548.

### 3.03 INSTALLATION OF DUCT HANGERS AND SUPPORTS

- A. General: Provide anchors and supports for all ductwork. Supports and hangers shall comply with SMACNA-DCS, except that hanger spacing and hanger maximum loads shall be governed by whichever is more restrictive between these specifications or SMACNA-DCS.

- B. Hanger Spacing -- Rectangular Duct:

<u>Duct Area</u>	<u>Maximum Spacing</u>
Up to 4 Square Feet	8 Feet
4.1 to 10 Square Feet	6 Feet
10 Square Feet and Up	4 Feet

- C. Hanger Spacing -- Round Duct:

<u>Duct Area</u>	<u>Maximum Spacing</u>
Up to 24 Inch Diameter	8 Feet
25 Inch to 48 Inch Diameter	6 Feet
49 Inch Diameter and Up	4 Feet

- D. Hanger Spacing - Flexible Duct: 4 feet, and at changes of direction as needed to maintain duct elevation and smooth airflow.
- E. Vertical Ducts: Support at each floor level, but in no case less than on 12 foot intervals.
- F. Fittings: Provide supports at each change in direction of duct for ducts with 4 square foot area or more, or for ducts larger than 24 inch diameter. Locate hangers at inside and outside corners of elbows--or at each end of fitting on each side.
- G. Concentrated Loads: Provide additional supports at each side concentrated loads such as modulating dampers (24" x 24" and larger), duct heaters (18" x 18" and larger), sound attenuators (all sizes), and similar items.
- H. Exterior Duct: Provide supports for exterior ductwork as shown in SMACNA-DCS; spacing as specified herein.
- I. End of Duct: At end of duct run, hanger shall be located no more than 1/2 the allowed hanger spacing from the end of the run.

### 3.04 MECHANICAL EQUIPMENT ANCHORS AND SUPPORTS

- A. General: Provide anchoring and supports for all mechanical equipment. All equipment shall be anchored to (or supported from) the building structure. In lieu of anchoring to the building, anchor outdoor equipment to the concrete pad serving the equipment.
- B. Suspended Equipment: Support as indicated on the plans. Where not indicated

use the methods shown (or consistent with) Mason SRG and SMACNA-DCS; submit shop drawings of the proposed methods to the Engineer for review.

- C. Roof Mounted Equipment: Install on roof curbs or roof sleepers as indicated. Anchor equipment to the curb (or sleeper), with the curb (or sleeper) in turn anchored to the building structure.
- D. Vibration Isolation: Equipment shall be supported and anchored in such a way so that no equipment vibration is transmitted to the building structure.
- E. Seismic: Coordinate with requirements of Section 20 0548; provide anchors and bracing to resist seismic forces.

#### **END OF SECTION**

## **SECTION 20 0530**

### **SLEEVES AND SEALS FOR MECHANICAL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Seals.

##### **1.03 SUBMITTALS**

- A. General: Shall comply with Section 20 0500.
- B. Product Data: Provide product data on all material to be use. Provide MSDS for all sealants, caulks and similar materials.

##### **1.04 REFERENCES**

- A. ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. ASTM E 814: Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
- C. UL 1479: Standard for Fire Tests of Through-Penetration Firestops.
- D. UL 723: Surface Burning Characteristics of Building Materials.
- E. SMACNA-DCS: SMACNA HVAC Duct Construction Standards, 3rd Edition.
- F. SMACNA-ARCH: SMACNA Architectural Sheet Metal Manual, 7th Edition.

#### **PART 2 - PRODUCTS**

##### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 0500, Paragraph 2.01, Acceptable Manufacturers.

- B. Seal Materials: 3M, GE, Dow Corning, Tremco, Pecora, Sonneborn, Pipeline Seal & Insulator.

## **2.02 SEALS**

A. Indoor Sealants:

1. Smoke or Sound Sealant Applications: For use where a firestop seal is not required, but smoke or sound seal is required. Single component, elastomeric or acrylic latex type sealant with STC ratings per ASTM E90. Sealants shall be of the following types, or approved equal:
  - a. 3M "Smoke and Sound Sealant SS100".
  - b. Tremco "Tremstop".
2. Other Areas - Dry (Not Normally Exposed to Water/Moisture): Single component, latex sealant complying with requirements of ASTM C834. Sealants shall be of the following types, or approved equal:
  - a. Tremco Corporation "Tremflex 834".
  - b. Pecora Corporation "AC-20 Arylic Latex".
  - c. Sonneborn Building Products "Sonolac".

B. Outdoor Sealants:

1. General: Single component, non-sag, low modulus, silicone elastomeric sealant conforming to requirements of ASTM C920, Type S, Grade NS, Class 100/50. Sealant shall be of the following types, or approved equal.
  - a. Dow Corning "790 Silicone Building Sealant".
  - b. Pecora Corporation "890 Silicone".
  - c. Tremco "Spectrem 1".
2. Adjacent to Aluminum: Single component, non-sag, medium modulus, silicone elastomeric sealant conforming to requirements of ASTM C920, Type S, Grade NS, Class 50. Sealant shall be primer-less type for use in joints adjacent to fluoropolymer coatings. Sealants shall be of the following types, or approved equal:
  - a. Dow Corning "795 Silicone Building Sealant".
  - b. GE Silicones, Momentive, SCS2000 and SCS7000.
  - c. Pecora "895 Silicone".

- d. Tremco "Spectrem 2".

## **PART 3 - EXECUTION**

### **3.01 SEALS**

- A. General: Provide seals around all ducts, conduit, and piping passing through sleeves, walls, floors, roofs, foundations, footings, partitions, and similar elements. Seals shall be watertight where the penetration may be exposed to water or moisture. Provide type of sealant to suit the application. Provide smoke and sound type at all penetrations of rooms which contain mechanical equipment on both side of element penetrated to a depth of 5/8-inch (unless noted otherwise).
- B. Application: Provide sealant between outside of pipe and inside of sleeve (or adjacent building element). Seal depth shall be minimum 1-inch each side.
- C. Preparation: Remove loose materials and foreign matter impairing adhesion of seal. Perform preparation in accordance with recognized standards and sealant manufacturers recommendations. Protect elements surrounding area of work from damage or disfiguration due.
- D. Installation: Install sealants immediately after joint preparation. Install sealants free of air pockets, foreign embedded matter, ridges, and sags. Tool exposed joint surface concave and with a neat finished appearance.

**END OF SECTION**



## **SECTION 20 0548**

### **VIBRATION AND SEISMIC CONTROLS FOR MECHANICAL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Vibration Isolation.
- B. Seismic Restraints.

##### **1.03 DEFINITIONS**

- A. "Equipment" is defined to mean any item with power connections (fans, HV units, AHU units, etc.), and also to include all hoods; but does not include pumps less than 3 hp.
- B. "Equipment Requiring Vibration Isolation" is defined to be any equipment (as defined above) with rotating components (e.g. pumps, fans, etc.).

##### **1.04 SUBMITTALS**

- A. General: Submittals shall comply with Section 20 0500.
- B. Product Data:
  - 1. Submit product data on all items to be used.
  - 2. Submit calculations showing vibration isolation selection for all isolation devices provided under this specification section (i.e. where isolation is not furnished integral with the equipment or by the manufacturer of the equipment).

##### **1.05 GENERAL REQUIREMENTS - VIBRATION ISOLATION**

- A. General:
  - 1. Select and provide all vibration isolation devices for all equipment requiring vibration isolation so as to provide complete installed

mechanical systems free of the transmission of vibration and vibration generated noise to the structure.

2. Vibration isolation is shown on the drawings for various items but is not shown for all items requiring isolation. Provide all isolation as indicated and specified herein.
- B. Supplier: Where not provided by the equipment manufacturer, all vibration isolation devices and support assemblies shall be supplied as a coordinated package by a single vibration isolation manufacturer, under this specification section.
  - C. Equipment Manufacturer Items: Isolation devices furnished by equipment manufacturer shall comply with this specification section and be selected by the manufacturer to suit, and provide satisfactory performance, for the applications of this project.

## **1.06 GENERAL REQUIREMENTS - SEISMIC RESTRAINTS**

- A. General: Mechanical equipment, piping, and ductwork seismic restraints are typically not shown on the drawings but are to be provided as specified herein. Contractor is responsible to select and provide all seismic anchoring devices for all mechanical equipment, all piping, and all ductwork.
- B. Seismic Restraint Systems: Support system shall be able to withstand seismic forces equal to the weight of the equipment in a horizontal or vertical direction. The seismic design, restraint selection, installation details, and other documentation, shall be submitted. This project's building is considered a "non-essential" facility.

## **1.07 REFERENCES**

- A. IBC: International Building Code.
- B. IMC: International Mechanical Code.
- C. MASON: Mason Industries Seismic Restraint Guidelines for suspended piping, Ductwork, Electrical Systems and Floor Mounted Equipment, 2005 6<sup>th</sup> Edition.
- D. OSHPD: Office of Statewide Health Planning and Development, State of California, Fixed Anchorage.
- E. SMACNA/SRM: Seismic Restraint Manual Guidelines for Mechanical Systems, 2<sup>nd</sup> Edition.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 0500, Paragraph 2.01, Acceptable Manufacturers.
- B. Products: Mason, Peabody, Kinetics Noise Control, Vibration Eliminators, VMC Group.

## **2.02 SPRING ISOLATORS**

- A. General: The load carried by each isolator shall be carefully calculated and isolators selected so that the static deflection will be the same and the supported equipment will remain level. Isolators shall be so designed that the ends of the springs will remain parallel during and after deflection to operating height. At operating height, springs shall have additional travel to complete (solid) compression equal to at least 50 percent of the operating deflection. Suspension isolator springs shall have a static deflection not less than 1-inch (unless noted otherwise), except that for units with components rotating at 1000 rpm and less, the static deflection shall be not less than 2-inches (unless noted otherwise). Floor isolator springs shall have deflection of not less than 1-inch. All isolators shall provide at least 95% isolation efficiency. Deflections other than these may be used where circumstances warrant and more optimum isolation results can be achieved; provided that a written explanation is submitted for Engineer review and approval.
- B. Suspension Type Spring Isolators: Shall consist of a rigid steel frame with a stable steel spring in the bottom part of the frame, and double deflection neoprene (or rubber) isolating pad at the top of the frame. Where supporting rods pass through the frame, a clearance of not less than one-half rod diameter shall be provided all around the rod and neoprene bushings provided to prevent steel to steel contact. Mason Series DNHS or Series 30N (or approved).

## **2.03 SEISMIC RESTRAINTS**

- A. General: Comply with code, SMACNA-SRM and MASON.
- B. Materials:
  - 1. Steel shall be per ASTM A36; hangers and other devices shall be per Section 20 0529 and as shown in SMACNA-SRM or MASON. Sheet metal used for bracing shall be no less than 16 gauge. Material for straps shall be galvanized steel, no less than 18 gauge.
  - 2. Cabling: Cables shall be minimum 1/8" diameter, 7 x 19 strand, galvanized steel with clear vinyl coating. Provide with galvanized thimble, clamps, and accessories. End termination and clamping/application shall comply with SMACNA-SRM.
- C. Flexible Connectors - Ductwork: Flexible connectors as specified in Section 23 3300.

## **PART 3 - EXECUTION**

### **3.01 VIBRATION ISOLATION**

- A. General: Provide vibration isolators for all rotating equipment so that no vibration is transmitted to the structure. Isolators shall be the type indicated; except where not shown, type shall be as selected by vibration isolation manufacturer (or equipment manufacturer) to provide adequate isolation.
- B. Installation: Install all vibration isolators in accordance with isolator manufacturer's instructions and isolated equipment manufacturer's recommendations.
- C. Inadequate Isolation: Should vibration isolators prove inadequate to prevent transmission of vibrations to the building structure or limit equipment vibration generated noise, such isolators shall be replaced with isolators having the largest deflection that can be practically installed or otherwise modified/replaced to produce satisfactory isolation. Such replacement shall be at no additional cost to the Owner.
- D. Equipment with Rotating Components not Requiring Isolation:
  - 1. Rooftop curb mounted fans.
  - 2. Rooftop HVAC units.

### **3.02 SEISMIC RESTRAINTS**

- A. General: Provide seismic restraints as required by code and as specified. Comply with SMACNA-SRM, and MASON. Anchoring system and restraints shall be able to withstand anticipated seismic forces. Coordinate with equipment manufacturers for proper equipment anchor attachments to withstand anticipated forces. Coordinate with project structural engineer for attachment of seismic restraints to building.
- B. Piping: Longitudinal and transverse bracing shall be required for all piping 2-1/2-inch diameter and larger and on all fuel gas piping 1-inch and larger. Bracing shall be applied as follows:
  - 1. Transverse bracing shall occur at maximum intervals of 40 feet, except on fuel gas piping on maximum intervals of 20 feet.
  - 2. Longitudinal bracing shall occur at maximum intervals of 80 feet, except on fuel gas piping on maximum intervals of 40 feet. Transverse bracing for one pipe section may also act as a longitudinal bracing for a pipe section connected perpendicular to it, if the bracing is installed within 2 feet of the elbow or tee of similar size. Piping conveying fluids at 100 degrees F and higher shall have expansion devices provided in-between longitudinal braces to allow for thermal expansion.

3. Bracing may be omitted when the top of the pipe is suspended 12 inches or less from the supporting structural member and the pipe is suspended by an individual hanger.
- C. Ductwork: Longitudinal and transverse bracing shall be required for all round ducts 28 inches in diameter and larger, for rectangular ducts 6 square feet and larger, and on all duct systems used for life safety and smoke control installed in either the horizontal or vertical position. Bracing shall be applied as follows:
1. Transverse bracing shall occur at maximum intervals of 30 feet (20 feet for essential facilities), at each duct turn and at the end of a duct run.
  2. Longitudinal bracing shall occur at maximum intervals of 60 feet (40 feet for essential facilities). Transverse bracing for one duct section may also act as longitudinal bracing for a duct section connected perpendicular to it, if bracing is installed within 4 feet of the intersection and sized and installed on the larger duct.
  3. Groups of ducts may be combined in a larger size frame using overall dimensions and maximum weight of ducts. At least two sides of each duct must be connected to the angles of the brace.
  4. Walls, including non-bearing fixed partitions which have ducts running through them, may replace a transverse brace.
  5. Bracing may be omitted when the top of the duct is suspended 12 inches or less from the supporting structural members and on roof top ductwork.
- D. Equipment:
1. Equipment Not Requiring External Vibration Isolation:
    - a. General: Shall be rigidly connected to the structure per Section 20 0529. Restraints (where required) shall utilize welded steel frames, steel braces, straps, or cables. Provide elastomeric (or neoprene) pads (1/4" thick) between seismic straps and equipment.
  2. Equipment with External Vibration Isolation: Restraints shall not impede operation of vibration isolators, and shall use methods complying with SMACNA-SRM or MASON.
- E. Bracing Arrangements:
1. Do not use branch ducts or piping to brace main runs or consider as braces for equipment.
  2. Do not brace items to dissimilar parts of a building or dissimilar building systems that may respond in a different mode during an earthquake.

(Examples: wall and roof, solid concrete wall and lightweight roof, existing building structure and new isolated building structure.)

### **3.03 TEST AND INSPECTION**

- A. Field Inspections: Prior to initial operation, the vibration isolators and seismic devices shall be inspected for conformance to drawings, specifications, and manufacturer's data and instructions. Check all flexible connectors/expansion devices for proper location, guiding, and end anchoring.
- B. Vibration Isolator Inspection: After installation of isolators and seismic restraint devices, remove all shipping blocks and other items that may prevent proper isolator operation. Inspect isolators to verify that the machinery moves freely on its spring isolators within limits of stops or seismic restraint devices. Eliminate or correct interferences.
- C. Tests: Check for vibration and noise transmission through connections, piping, ductwork, foundations, and walls. Adjust, repair, or replace isolators as required to reduce vibration and noise transmissions to specified levels. Re-balance, adjust, or replace machinery with noise or vibration levels in excess of those given in the machinery specifications or machinery manufacturer's data. Check for proper operation of expansion devices and associated items during system warm-up.

**END OF SECTION**

## **SECTION 20 0593**

### **TESTING, ADJUSTING, BALANCING FOR MECHANICAL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Air Balancing.
- B. Report.

##### **1.03 SUBMITTALS**

- A. General: Comply with Section 20 0500.
- B. Company: Submit name of Company proposed to do the balancing and sample balancing forms. Where the Company has not been pre-qualified, and substitutions are allowed after bidding (see Division 0 and 1), submit information regarding firm qualifications.
- C. Personnel: Submit list of personnel that will be assigned to the project and their qualifications, and list of past projects.
- D. Reports: Preliminary and final balancing reports.

##### **1.04 REFERENCES**

- A. AABC-NS: Associated Air Balance Council, National Standards for Field Measurements and Instrumentation.
- B. ASHRAE: Handbook of Fundamentals.
- C. ACGIH-IV: American Conference of Governmental Industrial Hygienists, Industrial Ventilation, A Manual of Recommended Practice.
- D. NEEB-PS: National Environmental Balancing Bureau Procedural Standard for Testing, Adjusting and Balancing Environmental Systems.

## 1.05 GENERAL REQUIREMENTS

- A. General: Balancing shall be done by a company which specializes in this type of work and is totally independent and separate from the Company which has installed the systems to be balanced.
- B. Balancers Qualifications:
  - 1. General: Work of this Section shall be performed by balancing firms meeting the following and having prior approval from the Engineer:
    - a. Professional Affiliation: Firm shall be an Associated Air Balance Council (AABC) member balancer or National Environmental Balancing Bureau (NEBB) certified balancer.
    - b. Experience: Firm shall have satisfactorily completed the balancing work for at least 5 similar projects in the last 3 years. Similar is defined to mean: within 10% of the same quantity of units and air inlets/outlets, involve same type of systems, be the same type of facility (i.e. school, hospital, etc.). The lead field balancer (i.e. the individual who will be on site directing and participating in the balancing efforts) shall have at least 5 years of experience performing balancing work on similar projects.
    - c. References: Have five references for similar projects which have been completed in the last three years that will give a good or better performance rating. References shall be engineers, architects, or building owners. As part of the qualification process at least three of these references will be contacted and a rating obtained for the following: timeliness of work (i.e. able to complete work on schedule), cooperative nature of balancer's staff (i.e. ability to work well as a team with other project trades and professionals), overall quality of balancing work, quality of balancing report. Each item will be rated on a scale of 1 to 5 (5 being excellent), with the result averaged, score must be of 4 or better.
  - 2. Pre-Qualified Balancers: As a convenience to the Contractor, the following balancing firms have been pre-qualified. This is not in any way intended to limit competition or prevent other firms from submitting qualifications, but is intended as an aid to Contractors by identifying firms that have been confirmed as meeting the qualification requirements.
    - a. Neudorfer Engineers
    - b. Hardin and Sons
    - c. Test Comm
    - d. Testing and Commissioning (TAC) Services



3. Qualification Process: Firms not pre-qualified who desire to perform the balancing work shall submit a substitution request form in accordance with Contract Document requirements (reference Division 0 and 1). In addition to the information required on the substitution request form, submit: Company information, resumes of staff to be assigned, lists of projects, and references (with name of project, staff assigned to project, and contact name and phone number).
- B. Balancer Qualifications:
1. Work of this section shall be performed by an Associated Air Balance Council (AABC) member balancer or National Environmental Balancing Bureau (NEBB) certified balancer, subject to review and acceptance of firm's qualifications and experience of staff assigned.
  2. Experience: Firm shall have satisfactorily completed the balancing work for at least 5 similar projects in the last 3 years. Similar is defined to mean: within 10% of the same quantity of units and air inlets/outlets, involve same type of systems, be the same type of facility (i.e. school, hospital, etc.). The lead field balancer (i.e. the individual who will be on site directing and participating in the balancing efforts) shall have at least 5 years of experience performing balancing work on similar projects.
- C. Balancing Issues: Notify the Engineer in writing of all problems or discrepancies between actual conditions and what design documents show as work proceeds.
- D. Engineer's Authority: The Balancer shall be directly responsible to the Engineer and shall perform this work and make system adjustments as directed by the Engineer.
- E. Lead Balancer: The Balancer shall assign an individual as "lead balancer" to work in the field to directly supervise the balancing work and field technicians. This lead field balancer shall have at least 5 years of experience performing balancing work on similar projects.
- F. Commissioning: See Division 1 and Section 20 0800 for commissioning efforts required by the Balancing Contractor.

#### **1.06 SCOPE OF AIR BALANCING**

- A. Balance all new equipment for airflows indicated. Adjust VFD's and adjust/replace fan sheaves as necessary. Sheaves will be furnished by AHU supplier, and be installed by balancer. Balancer shall return previously used sheaves to AHU supplier. See drawings for existing equipment where balancing work is required.
- B. Coordinate with Division 25 contractor for proper high speed and low speed operation of unit fans (see sequence of operation).
- C. Measure unit component pressure drops, fan pressure, and fan motor operating

characteristics.

- D. Measure new equipment heating coil performance, and cooling performance.
- E. Check overall unit operation in response to thermostat heating/cooling demands.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL INSTRUMENTATION**

- A. General: Balancing equipment shall comply with Associated Air Balance Council recommendations for field measurement instrumentation.
- B. Calibration: All measuring instruments shall be accurately calibrated and maintained in good working order. Calibration dates and certifications shall be available at Engineer's request.
- C. Instruments: Shall be capable of:
  - 1. Air velocity instruments, direct reading in feet per minute with 2% accuracy.
  - 2. Static pressure instruments, direct reading in inches water gauge with 2% accuracy.
  - 3. Tachometers, direct reading in revolutions per minute with 1/2% accuracy; or revolution counter accurate with 2 counts per 1,000.
  - 4. Thermometers, direct reading in degrees Fahrenheit with 1/10 of a degree accuracy.
  - 5. Pressure gauges, direct reading in feet of water or psig with 1/2% accuracy.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Workmanship: All measurements and adjustments shall be in accordance with AABC-NS, NEEB-PS, and ACGIH-IV and recognized best balancing procedures. Measurements and adjustments of equipment shall be executed in a manner consistent with the manufacturer's recommendations.
- B. Flow Rates:
  - 1. General: All air and water systems shall be completely balanced and adjusted to provide the flow rates indicated (within tolerances indicated in this specification Section), and to produce an even heating and cooling effect and control response.

2. Balancer Determined: Where flow rates have not been indicated the balancer shall determine such flow rates using acceptable practices in accordance with AABC-NS, NEEB-PS, and ASHRAE standards and submit the proposed flow rates to the Engineer for review.
  3. Confirmation: Prior to beginning balancing confirm any flow rate changes since design with the submittals and flow rates indicated therein, and with the Engineer to confirm changes made since design. Assume that new flow rates will be issued.
- C. Controls: Consult and coordinate with the Control Contractor for the adjustment and setting of all control devices to allow for the balancing work, and for proper system operation and proper flow rates. Set all controls and valves as required to maintain design flow rates and temperatures as shown on the drawings. Make measurements and provide data to the Control Contractor to allow for proper control of items.
- D. Comfort Adjustments: Make final adjustments for flow rates in order to optimize each space's comfort, including such considerations as temperature, drafts, noise, pressurization, and air changes. Where variances are made from design values, state reasons in report (e.g., "too noisy", "too drafty," etc.). All such variances are subject to approval by the Architect/Engineer.
- E. Deficiency Reports: Submit deficiency reports where the work does not allow balancing to occur or balancing issues develop. Indicate date, system and equipment involved, location, description of deficiency, and related information to allow for diagnosing the problem. Provide suggestions for resolution where possible.

### **3.02 AIR BALANCING**

- A. Pre-check of System: Prior to beginning balancing, perform, as a minimum, the following:
1. Verify that clean filters have been installed, that system is free from debris, and that all inlets/outlets are not obstructed.
  2. Check all fans and equipment to verify that proper start-up and system preparation has been done by the installing contractor.
  3. Check all door/window and similar building opening status to insure building is ready and proper pressurization can be obtained.
  4. Open all dampers to full flow position, check positions and operation of all motorized dampers to allow full system flows.
  5. Review controls and sequences of operation.
- B. Tolerances: All air flow rates (supply, return, and exhaust) shall be adjusted to within plus 5 percent and minus 5 percent of the values shown in the contract

documents, except that relative space-to-space pressure relationships shall always be maintained (e.g., restrooms shall be negative relative to other areas, general offices shall be positive, etc.).

- C. Draft and Noise Adjustments: All diffusers, grilles, and registers shall be adjusted to minimize drafts and to eliminate objectionable noise.
- D. Filters: Air balancing shall be done with new, clean air filters installed. Adjust air deliveries so that design quantities will be obtained when filters are half dirty. This condition shall be simulated by covering a portion of the filter area.
- E. Fan Speeds and Drives:
  - 1. Adjust fan speeds and fan drives (adjustable sheaves) as required to produce design flow rates.
  - 2. Where new sheaves are required, calculate sizing of new sheave and coordinate requirements with the Division 23 Contractor for Division 23 Contractor to furnish the new sheave. Replace existing sheave with new one furnished by the Division 23 Contractor; include bid costs for sheave replacements on all of belt driven fans.
  - 3. Adjust belts for proper tension.
- F. Marking: Upon completion of flow readings and adjustments permanently mark the balanced position of all balancing valves by stamping the indicator plate of the valve.
- G. Duct Traverse: Rectangular duct traverses shall measure the center of equal areas in the air flow stream, with centers not more than 6 inches apart. Round duct traverses shall measure at least 20 locations, with locations being the centers of equal annular area. Reference ACGIH Industrial Ventilation Manual.
- H. One Open Run: Balance each branch run so that there is at least one wide open run; balance branches relative to one another so that at least one branch damper is wide open (except that where unique conditions exist, and the Engineer gives prior approval, one open damper on runs or branches is not required).
- I. Data: Data to be measured/recorded and provided in report for all air handling systems and equipment:
  - 1. Floor plans clearly showing and identifying all diffusers, grilles, OA louvers, ducts and all other items where air flow rates were measured.
  - 2. Identify manufacturer, model number, size, and type of all air inlets/outlets.
  - 3. Initial, trial, and final air flow measurements for all diffusers, grilles, OA louvers, ducts, and all other items where air flow rates were measured.

4. Design air flow rates and percentage final air flow rates are of design values.
5. Final damper (or other balance device) final position (as a percentage of full open).
6. The connected voltage and corresponding nameplate full load amps, and the initial and final amperages of all fan motors.
7. Initial and final RPMs of all fans.
8. Static pressures on inlet and outlet of all fans.
9. Fan initial and final CFMs.
10. Outdoor air CFMs (record minimum and maximum values).
11. Entering and leaving air temperatures across coils with coils operating at 100% capacity.
12. Static pressure drop across each filter bank and coil.
13. Final position of any speed controls (as percent of full).
14. In addition to data noted elsewhere, provide the following for all equipment which are part of balanced systems:
  - a. Equipment name and number (as used on drawings).
  - b. Service.
  - c. Equipment manufacturer and model number.
  - d. Sheave and belt sizes (where applicable).
  - e. Filters sizes and quantities (where applicable).
  - f. Motor manufacturer and complete nameplate data.
  - g. Design operating conditions.
  - h. Actual operating conditions (flows, pressure drops, rpm, etc.).

### **3.03 BALANCING REPORT**

- A. General: A balancing report shall be submitted as specified herein, documenting all balancing procedures and measurements.
- B. Report Organization: The report shall be divided into logical sections consistent with the building or system layout (i.e. by floors, building wings, air handling units,

or other convenient way). Tabulate data separately for each system. Describe balancing method used for each system.

- C. Preliminary Report: Two preliminary review copies of the balancing report shall be submitted to the Architect/Engineer when the balancing work is 90% complete (or as near 90% complete as possible due to uncompleted work of other trades). In addition to containing all the information required of the final report, the preliminary report shall contain a list of all the work required of other trades in order to allow the balancing work to be completed. The Architect/Engineer will review the preliminary report and inform the Contractor of any additional items or revisions required for the final report. Preliminary reports may be omitted where the Architect/Engineer grants approval.
- D. Final Report: Shall be included in the Operation and Maintenance Manual. Submit reports to Contractor for inclusion in Manuals (or, when manuals have been already sent to Engineer, send report to Engineer who will insert report into Manual). Provide number of reports as required to match quantity of O&M Manuals, but in no case less than five.
- E. Format: 8-1/2" x 11" size, neat, clean copies, drawings accordion folded. Report shall be typed, shall have a title page, table of contents, and divider sheets with identification tabs between sections. Information shall be placed in a three hole notebook, with the front cover labeled with the name of the Job, Owner, Architect/Engineer, Balancing Contractor, and Report Date.
- F. Electronic Copy: Provide copy of reports in \*.pdf format; submit final report with closeout documents per Divisions 0 and 1.
- G. General Balancing Information Required:
  - 1. At the beginning of the report, include a summary of problems encountered, deviations from design, remaining problems, recommendations, and comments.
  - 2. List of instruments used in making the measurements and instrument calibration data.
  - 3. Names of personnel performing measurements.
  - 4. Explanation of procedures used in making measurements and balancing each system.
  - 5. List of all correction factors used for all diffusers, grilles, valves, venturi meters, and any other correction factors used.
  - 6. Areas where difficulties were encountered in obtaining design flow rates, or where unstable operating conditions may exist.
  - 7. Note any parts of the system where objectionable drafts or noises may be present and efforts made to eliminate same and why they may still be

present.

8. Note where variances from design values occur; explain why.
9. All specified measurements, balancing data, any additional recorded data, and observations.

**END OF SECTION**

**SECTION 20 0700**  
**MECHANICAL INSULATION**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

**1.02 WORK INCLUDED**

- A. Duct Insulation.
- B. Equipment and Specialties Insulation.

**1.03 DEFINITIONS**

- A. R: Thermal resistance of insulation, in units of hr-sf-deg F/Btu.
- B. Subject to Damage: Items installed exposed less than 8 feet above the walking surface (i.e. floor, platform, roof, grade, etc.) adjacent to the item.

**1.04 QUALITY ASSURANCE**

- A. All insulation and materials shall have a fire hazard rating not to exceed 25 for flame spread and 50 for smoke development, as tested by ASTM E 84, NFPA 255, and UL 723.

**1.05 SUBMITTALS**

- A. General: Comply with Section 20 0500.
- B. Product Data: Provide product data on all insulation materials to be used. Indicate thicknesses to be used.

**1.06 GENERAL REQUIREMENTS**

- A. Code Compliance: Contractor shall insulate all systems with the materials and thicknesses as required by code, but in no case shall the insulation be less than that specified herein. In some cases the specified insulation exceeds code, and shall be provided as specified. Not all systems requiring insulation by code are specified, but shall be provided with insulation where required by code.



## **1.07 REFERENCES**

- A. ASTM C 411: Standard Test method for Hot-Surface Performance of High Temperature Thermal Insulation.
- B. ASTM C 1136: Standard Specifications for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
- C. ASTM C 1290: Standard Specification For Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.
- D. ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials.
- E. NCIS: National Commercial & Industrial Insulation Standards, published by Midwest Insulation Contractors Association, 5th Edition.
- F. NFPA 255: Standard Method of Test of Surface Burning Characteristics of Building Materials.
- G. UL 723: Tests for Surface Burning of Building Materials.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 0500, Paragraph Part 2.01, Acceptable Manufacturers.
- B. Insulation: Johns Manville, Armacell, Owens-Corning, Knauf, Rubatex, Aeroflex, Pittsburgh Corning, GLT, Halstead, Gilsulate.
- C. Accessories: Johns Manville, Armacell, Owens-Corning, Knauf, Rubatex, Aeroflex, Pittsburgh Corning, GLT, Halstead, Duro Dyne, Gustin Bacon, Childers, RPR, Tee Cee, Lewco Specialty Products, JPS, Buckaroos.

### **2.02 DUCT INSULATION**

- A. Type: Flexible blanket type, constructed of inorganic glass fibers bonded by a thermosetting resin, complying with ASTM C 1290, Type III. Johns Manville "Microlite" (or approved).
- B. Jacket: FSK type, vapor proof, consisting of an aluminum foil cover reinforced with glass fiber mesh, and laminated to kraft. Water vapor permeance shall not exceed 0.05 perms. Provide with joint sealing tape, minimum 2 inches wide, constructed of jacket material with adhesive to seal all joints.
- C. Thermal Conductivity: Shall not exceed 0.27 Btu-in/hr-sq ft-deg F at 75 deg F.
- D. Operating Limits: 40 degrees F to 250 deg F.

E. Duct Insulation Thickness:

1. General: Provide insulation densities and thicknesses to achieve the following R values. R values are for the insulation only, in their installed thickness, considering installed duct wrap stretch and in accordance with code.
2. Lining: Where ducts have internal lining, the insulating properties of the lining may be credited toward meeting the required insulation R values.
3. Supply Air Ductwork:
  - a. Inside Building: R-3.3.
  - b. Outside of Building: Duct lining used; see Section 23 3100.
4. Return Air Ductwork:
  - a. Inside Building: No insulation required.
  - b. Outside of Building: Duct lining used; see Section 23 3100.

## **2.03 ACCESSORIES**

- A. Adhesive, Caulks, Mastics, and Coatings: As recommended by insulation material manufacturer and suited for the application.
- B. Bands: 1/2-inch wide, of stainless steel, galvanized steel, or aluminum construction, to match with materials used with.
- C. Weld-Attached Anchor Pins and Washers: Copper-coated steel pin for capacitor-discharge welding and galvanized speed washer. Pin length shall be as required for insulation thickness used with. Welded pin holding capacity 100 lb, for direct pull perpendicular to the attached surface. Style and type to suit application.
- D. Adhesive-Attached Anchor Pins and Speed Washers: Galvanized steel plate, pin, and washer manufactured for attachment to duct and plenum with adhesive. Pin length sufficient for insulation thickness used with. Adhesive as recommended by the anchor pin manufacturer as appropriate for surface temperatures and materials used with, and to achieve a holding capacity of 100 lb for direct pull perpendicular to the adhered surface. Style and type to suit application.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Pre-Insulation Review: No covering materials shall be applied until systems to be covered have had all tests satisfactorily completed, have had all required inspections, and have been satisfactorily reviewed by the Architect-Engineer. All

systems shall be examined by the Contractor to confirm cleanliness and other conditions are appropriate to allow for insulation installation.

- B. Insulation Work Review: No insulated items shall be concealed in the building structure or buried until the insulation work has been satisfactorily reviewed by the Architect-Engineer, and has had all required inspections.
- C. Standards: Materials shall be installed in accordance with manufacturer's written instructions, NCIIS, and shall comply with materials and methods specified herein. The more stringent requirements govern.
- D. Joints/Seams: Joints shall be staggered on multi layer insulation. Locate seams and joints in least visible location.
- E. Insulation Protection: Insulation shall be kept clean and dry and shall be protected from dirt, damage, and moisture. Insulation that becomes dirty, damaged, or wet and cannot be restored to like new condition will be rejected, and shall immediately be removed from the jobsite.
- F. Insulation Interruptions: Insulation shall be neatly finished at all supports, protrusions and interruptions. Provide adhesive and tape seal to maintain vapor barrier integrity.
- G. Equipment and Floor Protection: Cover existing equipment and finished floors to protect such items from insulation fiber and dust. Keep all such existing areas in a "broom clean" condition at the end of each day. Take precautions in these areas to prevent glass fiber and insulation dust from entering ventilation systems or areas adjacent to the work.
- H. Glass Fiber Insulation - General:
  - 1. Finish all insulation ends with joint sealing tape or vapor barrier mastic, no raw edges allowed.
  - 2. Joints: Tightly butt adjacent insulation sections together without any voids. Provide overlap of jacket material over all joints.
- I. Items To Be Insulated: Provide insulation on all ductwork, all piping, all items installed in these duct and piping systems, all air and liquid energy conveying systems and components, all air and liquid energy storage, all equipment, and all energy consuming devices, except where such insulation has been specifically excluded.
- J. Items Excluded From Being Insulated:
  - 1. Electric motors.
  - 2. Fans.
  - 3. Factory insulated or factory lined HVAC, AHU, and AC units.

### **3.02 DUCT INSULATION INSTALLATION**

- A. Types and Thickness: Insulate all ducts with insulation type and thickness (to provide the required R value) as specified in "Part 2 - Products".
- B. General: Insulation shall be firmly butted at all joints. All longitudinal seams for flexible insulation shall overlap a minimum of 2 inches. All joints and seams shall be finished with appropriate joint sealing tape. Installation shall provide a continuous sealed vapor barrier over all surfaces; seal all jacket penetrations with vapor barrier mastic or vapor barrier jacket tape.
- C. Attachment: For rectangular ducts over 24 inches wide, duct insulation shall be additionally secured to the bottom of the ductwork with mechanical fasteners on 18 inch centers to reduce sagging. Washers shall be applied without compressing the insulation. Protruding ends or fasteners shall be cut off flush after washers are installed. All seams, joints, penetrations, and damage to the facing shall be sealed with joint sealing tape or vapor retardant mastic or appropriate joint sealing tape.

### **3.03 EQUIPMENT AND SPECIALTIES INSTALLATION**

- A. Types and Thickness: All equipment and items installed in insulated duct and piping systems shall be insulated except where specifically noted not to be; reference paragraph 3.01. Insulation type and thickness shall be as specified in "Part 2 - Products".
- B. General: Apply insulation as close as possible to equipment by grooving, scoring, and beveling as necessary. As required, secure insulation to equipment with studs, pins, clips, adhesive, wires or bands. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. Comply with NCIS.

**END OF SECTION**

## **SECTION 20 0800**

### **COMMISSIONING OF MECHANICAL SYSTEMS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Commissioning of Mechanical Systems.
- B. Documentation.

##### **1.03 SUBMITTALS**

- A. General: Comply with Section 20 0500.
- B. Qualifications: Submit qualifications of the firm proposed to perform the commissioning work and for the individuals that will be assigned.
- C. Commissioning Data:
  - 1. Commissioning plan.
  - 2. Commissioning preliminary report.
  - 3. Commissioning final report.

##### **1.04 GENERAL REQUIREMENTS**

- A. General: Commissioning shall be done by a Company which specializes in this work and independent and separate from the Companies installing the systems to be commissioned.
- B. Company Experience: The Company providing the commissioning work shall be experienced in commissioning HVAC control systems, and have commissioned at least five similar projects in the last three years.
- C. Individual Experience: The individuals performing the commissioning work shall have at least five years experience in commissioning, with the individual in the field in charge or the work having commissioned at least five similar projects in the last three years.

- D. Deferred Test: Tests may be deferred to allow for proper climatic or other conditions.

## **1.05 REFERENCES**

- A. AABC: Associated Air Balance Council.
- B. AEE: Association of Energy Engineers.
- C. BCA: Building Commissioning Association.
- D. NEBB: National Environmental Balancing Bureau.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. General: Provide commissioning as required by code and as specified herein.
- B. Building Occupancy: Building or portions thereof, required by code to be commissioned, shall not be considered ready for occupancy until such time that the Engineer and building official determine that the preliminary commissioning report required by this Section has been completed.

### **3.02 HVAC SYSTEMS**

- A. General: New HVAC equipment and HVAC control systems shall be tested to ensure that control devices, components, equipment and systems are calibrated, adjusted and operate in accordance with approved plans and specifications.
- B. Sequences: Sequences of operation shall be functionally tested to ensure they operate in accordance with approved plans and specifications.
- C. Conditions: Testing shall affirm operation during actual or simulated winter and summer design conditions and during full outside air conditions.
- D. HVAC Equipment: Equipment functional performance testing shall demonstrate the installation and operation of components, systems, and system-to-system interfacing relationships in accordance with approved plans and specifications such that operation, function, and maintenance serviceability for each of the commissioned systems is confirmed. Testing shall include all modes and sequence of operation, including under full-load, part-load and the following emergency conditions:
  - 1. All modes as described in the sequence of operation.

2. Redundant or automatic back-up mode.
  3. Performance of alarms.
  4. Mode of operation upon a loss of power and restoration of power.
- E. HVAC Controls: HVAC control systems shall be tested to document that control devices, components, equipment, and systems are calibrated, adjusted, and operate in accordance with approved plans and specifications. Sequence of operation shall be functionally tested to document they operate in accordance with approved plans and specifications.
- F. Economizers: Air economizers shall undergo a functional test to determine that they operate in accordance with manufacturer's specifications.

### **3.03 DOCUMENTATION**

- A. Format:
1. Hard Copy: Provide reports in 8-1/2 x 11 format, in 3 ring notebooks, with labeled cover and spine, clean legible, and logically organized with table of contents, divider tabs, and names of companies involved in the project, commissioning company name, commissioning personnel, and contact information. Provide 3 copies per Divisions 0 and 1.
  2. Electronic: Provide copy in \*.pdf format; submit with closeout documents per Divisions 0 and 1.
- B. Test Plan: Prepare a written commissioning test plan and submit for approval prior to beginning commissioning work. Test plan to include:
1. Equipment and systems to be tested.
  2. Roles and responsibilities of individuals performing the commissioning and of others involved in the project.
  3. Functional test procedures and forms.
  4. Conditions under which the test shall be performed (for example, winter design conditions, full outside air, etc.).
  5. Expected systems' response or acceptance criteria for each procedure.
  6. Time schedule for performance of the work; including any deferred tests.
  7. Forms as required by the WSEC or AHJ.
- C. Preliminary Commissioning Report:

1. General: A preliminary report shall be issued to identify issues preventing the commissioning work from being completed. If all commissioning work can be fully completed and the final report completed, a preliminary report is not required.
  2. Report: Compile all system and commissioning data; including all reviews, inspections, test procedures, and tests. Report shall include field notes of commissioning activities, equipment and system data, test procedures, tests performed, actual results as compared to expected (or specified) results, WSEC and any AHJ required commissioning forms (completed to the extent possible).
  3. Items to Complete: The preliminary report shall identify items needed in order to complete the commissioning, including:
    - a. Deficiencies found during testing required by this Section, which have not been corrected at the time of report preparation.
    - b. Deferred tests which cannot be performed at the time of report preparation due to climatic (or other) conditions.
    - c. Climate (or other) conditions required for performance of the deferred tests, and the anticipated date of each deferred test.
    - d. Proposed schedule for completion of report.
- D. Final Commissioning Report: Complete all commissioning work not previously completed and included in the preliminary report. Provide a complete final report with all systems and commissioning data; including test plan, all reviews, inspections, test procedures, tests, and results. Final report shall include all documentation required for the preliminary report and documentation regarding resolution of previous cited deficiencies.

## **END OF SECTION**



**SECTION 23 3100**  
**HVAC DUCTS AND CASINGS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

**1.02 WORK INCLUDED**

- A. Ductwork Systems.
- B. Preparation of Duct for Service.

**1.03 DEFINITIONS**

- A. Duct Sizes: All duct dimensions shown are inside clear dimensions. Where inside duct lining is specified or indicated, duct dimensions are to the inside face of lining.

**1.04 QUALITY ASSURANCE**

- A. All work and materials shall comply with SMACNA-DCS, NAIMA-DLS, ASHRAE-F, IBC, IMC, NFPA-90A, NFPA-90B, and code. The most restrictive criteria governs.
- B. Leakage Criteria: Duct system shall be constructed and sealed so that leakage does not exceed the following:
  - 1. Supply Duct: 5%.
  - 2. Return Duct: 5%.
  - 3. Exhaust Duct: 5%.
- C. Fabrication Proximity: The Contractor performing the work of this section shall have fabricating facilities located within 100 miles of the project site.

**1.05 SUBMITTALS**

- A. General: Comply with Section 20 0500.
- B. Product Data: Submit product data for duct lining, flexible duct, and factory

fabricated items.

- C. Shop Drawings: Submit shop drawings for all HVAC ductwork which is to be installed differently than as shown on the drawings.
- D. Conflict Resolution: Submit additional shop drawings showing proposed resolution of conflicts after review of documents and again after review of actual field conditions.

#### **1.06 DUCT PRESSURE CLASS**

- A. Constant Volume Systems: Ductwork shall be constructed to the pressure class corresponding to 1.2 times the static pressure indicated for the fan which serves the duct system (plus or minus as appropriate); unless noted otherwise. (For example, a fan designed to operate at 1-inch wc static pressure would require 2-inch pressure class duct construction as  $1\text{-inch} \times 1.2 = 1.2\text{-inch}$ ; 2-inch is therefore the required pressure class.)

#### **1.07 REFERENCES**

- A. ADC-FLEX: Air Diffusion Council Flexible Duct Performance and Installation Standards.
- B. ASHRAE-F: ASHRAE Handbook of Fundamentals.
- C. ASTM A 653: Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot Dip Process
- D. ASTM A 924: General Requirements for Steel Sheet Metallic-Coated by the Hot-Dip Process.
- E. ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials.
- F. IMC: International Mechanical Code.
- G. NAIMA-DLS: North American Insulation Manufacturers Association Fibrous Duct Liner Standards, 1st Edition.
- H. NFPA 90A: Standard for the Installation of Air Conditioning and Ventilating Systems.
- I. NFPA 90B: Standard for the Installation of Warm Air Heating and Air Conditioning Systems.
- J. SMACNA-DCS: SMACNA HVAC Duct Construction Standards, 3<sup>rd</sup> Edition.
- K. UL 181: Underwriter Laboratories Factory-Made Air Ducts and Air Connectors.
- L. UL 181A: Underwriter Laboratories Closure Systems for Use With Rigid Air

Ducts.

- M. UL 181B: Underwriter Laboratories Closure Systems for Use With Flexible Air Ducts and Air Connectors.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 0500, Paragraph 2.01, Acceptable Manufacturers.
- B. Sheet Metal: All domestic manufacturers.
- C. Spin-in Fittings and ATTO: Sheet Metal Connectors Inc., United McGill, Royal Metal Products, Airflow Products Inc.
- D. Gasketing: Preson, Insulfab, Duraco.
- E. Duct Sealant and Tape: Carlisle (Hardcast), Ductmate, Benjamin Foster, Grace Construction Products, United McGill, Polymer Adhesives Sealant Systems, RCD Corporation, Nashua, 3M.
- F. Acoustical Duct Lining: Johns-Manville.

### **2.02 GENERAL MATERIALS**

- A. Ducts: Construct of galvanized sheet steel, suitable for lock forming without flaking or cracking, conforming to ASTM A653 and A924, having a zinc coating of 0.90 ounces total per square foot for both sides of a sheet, corresponding to coating G90.
- B. Fasteners: Steel construction, electroplated zinc coated, having strength properties adequate for the application, compatible with materials being joined, and in accordance with SMACNA-DCS. Where exposed to corrosive conditions shall be of Type 304 or 316 stainless steel. Type to meet duct pressure class and duct leakage requirements. Where used for the support and anchorage of ducts shall comply with Section 20 05 29, with independent test reports regarding strength.
- C. Spin-in Fittings: Factory fabricated of galvanized steel with die-formed mounting groove and damper with raised damper quadrant where ducts are to be insulated. Collar length for flexible duct attachment shall be at least 2" long.
- D. Air-Tight Take-Off Fittings (ATTO): Factory fabricated branch duct connector, of galvanized steel. Flange shall be 1-1/2" wide with 1/8" self-adhesive gasket and pre-drilled fastener holes. Collar length for flexible duct attachment shall be at least 2" long. Where used on round duct mains, shall be saddle type appropriately sized for main duct diameter.

- E. Draw Bands:
1. Metal: Worm gear type clamp, constructed of galvanized steel, stainless steel, or aluminum; minimum 1/2-inch wide band; suitable for 200 pound loading.
  2. Non-Metal: Nylon "zip-tie" with self-locking ability, designed for flexible duct usage, minimum 1/4 inch wide, rated for 175 pound load, suitable for temperatures from 0 to 185 deg F; listed per UL181B and labeled "UL181B-C".
- F. Gasketing: Vinyl nitrile, vinyl neoprene, or neoprene nitrile PVC blend; designed for HVAC use with size to suit the application having minimum 1.5-inch width at equipment roof curb applications. Fire hazard rating not to exceed 25 for flame spread and 50 for smoke development per ASTM E 84.
- G. Duct Sealant/Mastic: Water based duct sealant, listed per UL 181B-M and UL 181A-M, suitable for indoor and outdoor use. Fire resistant with a flame spread rating of 5 or less, and a smoke developed rating of 0. Sealant shall be resistant to ultraviolet radiation and ozone. Fiberglass mesh shall be minimum 0.006-inches thick, with minimum 9x9 weaves per inch, and 2-inch width; for use with mastic in sealing ductwork. Sealant system shall be suitable for duct system pressure class and materials used with. Carlisle Hardcast "Versa-Grip 181".
- H. Foil Tape: Foil back adhesive tape, listed per UL181A-P and UL181B-FX, with listing labeled on tape outer foil face. Minimum 3-inch width for metal-to-metal applications; minimum 2-inch width for flexible duct applications. 3M No. 3340 or Nashua No. 324A.

## **2.03 DUCT FABRICATION**

- A. Duct Gauge and Reinforcement: Shall be as shown in SMACNA-DCS according to the pressure classification of the system and the duct dimensions; with heavier gauge duct used as required to minimize duct reinforcement to suit space available and other project constraints.
- B. Joints and Seams: Construct in accordance with SMACNA -DCS, code requirements, and these specifications (more stringent governs). Ducts shall be constructed and sealed so that the leakage criteria is not exceeded. Round ducts shall be the spiral seam type; except that branch ducts to individual air inlets/outlets less than 16" diameter may be of other types as allowed by SMACNA-DCS. Coordinate joint spacing with duct reinforcement requirements so that transverse joints having the required stiffness may be incorporated in the reinforcement spacing schedule. Round duct transverse joints shall be made with beaded sleeve joints or flanged connections in accordance with SMACNA-DCS; except that branch ducts to individual air inlets/outlets less than 16" diameter may use other joining methods as allowed by SMACNA-DCS.
- C. Elbows and Tees: Shall be long-radius type with a center-line radius not less than 1-1/2 times the width or diameter of the duct. Where space does not permit

the use of long-radius elbows, short-radius or square elbows with turning vanes may be used. Elbows in round duct systems with duct pressure class above 2-inches shall be stamped type, welded segmented type, or standing seam segmented type.

- D. Transitions: Increase duct sizes gradually. Transitions for diverging air flow shall be made with each side pitched out not more than 22.5 degrees. Transitions for converging air flow shall be made with each side pitched in not more than 30 degrees. Except that eccentric transitions for round to flat oval may have up to a 45 degree pitch.
- E. Branch Connections: Shall comply with SMACNA-DCS, and as required herein.
  - 1. Rectangular-to-Rectangular: Rectangular take-off with 45 degree angle on "inside" of take-off, minimum 4" length. Reference SMANCA-DCS Figure 4-6. Close corner openings.
  - 2. Rectangular-to-Round:
    - a. Serving Individual Air Inlet/Outlet: Spin-in type connector or air-tight take-off (unless a different fitting type is specifically noted).
    - b. Serving Branch Duct: Rectangular to round transition, with maximum degree pitch as specified for transitions. Rectangular end size shall have free area no less than round end. Rectangular connection to rectangular main shall be made as specified for "Rectangular-to-Rectangular" connections.
  - 3. Round-to-Round:
    - a. Air-tight take-off or constructed in accordance with SMACNA-DCS and recognized professional practices.
  - 4. Other Connections: In accordance with SMACNA-DCS and recognized professional practices.
- F. Ductmate Systems:
  - 1. Rectangular Duct: Transverse duct joints may be made with Ductmate System, or approved equal. System shall consist of companion flanges of 20 gauge galvanized steel with an integral polymer mastic seal; corner pieces of 12 gauge G90 galvanized steel; 20 gauge G90 galvanized cleats; closed cell, high density gasket type; and galvanized carriage bolts with hex nuts. The flanges shall be securely fastened to the duct walls using self-drilling screws, rivets or spot welding. Fastener spacing shall be as recommended by the manufacturer for the size of duct and the pressure class. The raw duct ends shall be properly seated in the integral mastic seal. A continuous strip of gasket tape, size 1/4" x 3/4", shall be installed between the mating flanges of the companion angles at each transverse joint; and the joint shall be made up using 3/8-inch diameter x

1-inch long plated bolts and nuts. Galvanized drive-on or snap-on cleats shall be used at spacing recommended by the manufacturer.

2. Round Duct: Transverse duct joints may be made with Ductmate "Spiralmate" system, or approved equal. System shall consist of galvanized steel round connector flanges (fitting inside each duct section to be joined) and an exterior galvanized steel closure ring with tightening bolt to form an airtight duct connection and join flanges together. Duct connector flanges shall have non-hardening integral mastic to seal between flanges and duct, and a neoprene gasket to seal flange faces.

G. Lined Ductwork:

1. Rectangular Ducts: Contractor Fabricated ductwork with interior duct lining. Duct fabrication and liner installation shall comply with NAIMA-DLS. Lining material shall comply with paragraph titled "Duct Lining" in this specification section.
2. Round Ducts: Shall consist of acoustic insulation in between a perforated interior duct liner and solid exterior duct. Acoustic insulation shall be 1-inch thick, except where noted to be greater. Duct sections shall connect by mechanical means to maintain positive concentricity of liner with duct. All fittings and transitions shall have perforated inner liner (except where noted otherwise). Lining material shall comply with paragraph titled "Duct Lining" in this specification section. United McGill "Acousti-k27" (or approved).

## 2.04 DUCT LINING

- A. Material: Flexible, inorganic glass fiber material, bonded with thermosetting resin, maximum thermal conductivity of 0.24 Btu-inch/hr-sq. ft.-degree F at 75 degrees F, coated to prevent erosion, conforming to NAIMA-DLS and exceeding that standard as specified herein. Suitable for air temperatures to 250 degrees F, and duct velocities to 6000 feet per minute. Surface shall be coated with an acrylic coating having anti-microbial agents and factory applied edge coating. Johns-Manville "Permacote Linacoustic" (or approved).
- B. Thickness: Lining shall be 1-inch thick except for ducts located outside the building envelope shall have 2-inch thick lining.
- C. Adhesives and Fasteners: Shall conform to NAIMA-DLS, and as suitable for the duct liner material and ductwork.
- D. Fungi and Bacteria Resistance: Conform to ASTM C 1338 and ASTM G21 for fungi resistance and ASTM G 22 for bacteria resistance.

## **PART 3 - EXECUTION**

### **3.01 DUCTWORK INSTALLATION**

- A. General: Install all ductwork with all accessories and connections to provide complete and operable duct systems, in accordance with plans and specifications. See Section 20 0529 for hangers and supports. Provide quality assurance review of all drawings prior to beginning work (see paragraph titled Quality Assurance, this specification Section and see Section 20 0500). Provide duct and plenum sizes and locations as shown on the drawings; except as adjusted for field conditions and work of other trades, and with prior approval of the Engineer. See Section 20 0500 for offsets and transitions to be included in project.
- B. Coordination: The Contractor shall fully coordinate the work of all trades to avoid interferences and conflicts. Due to the extremely tight spaces in portions of the building, the Contractor shall coordinate duct reinforcement spacing and supports with other trades as necessary to avoid interferences. In addition, the Contractor shall select duct gauge and reinforcement types to avoid interferences. Changes required due to lack of coordination between trades, improper spacing or selection of hangers, or improper duct gauge and reinforcement selection, shall be done at no additional cost to the owner.
- C. Field Measurements: Prior to fabricating any duct materials, the Contractor shall field measure all areas where ducts will be installed to verify room available and all offsets and fittings required. Field verify connection sizes and locations to equipment, louvers, and similar items.
- D. Workmanship: All work shall comply with code, SMACNA-DCS, and other applicable standards. Ducts shall be installed level (unless noted otherwise) and in neat lines with the building construction using best professional practices.
- E. Exposed Ducts:
  - 1. All ducts are to be installed concealed unless indicated otherwise. Ducts that are exposed shall be carefully fabricated, stored, and installed for best appearance. All dents, dings, scratches and other damage shall be repaired for a high quality finished look; all dirt, debris, labels, stickers, lettering, and marks removed; and the duct completely cleaned. Any sealant shall be cleaned to form a straight and even seam adjacent to joints, have no overlap onto duct areas not needing sealant, and have all excess sealant removed (mask off adjacent areas as necessary).
  - 2. Outdoor exposed ducts shall have "hat" type channels installed over all joints (top and sides) to prevent entry of water. Outdoor ductwork shall have 2-inch thick internal duct lining.
- F. Spin-in Fittings/ATTO's: May be used for branch ducts to individual outlets only. Apply a bead of duct sealant to all spin-in fittings where fitting seals against sheet metal duct.

G. Sealing:

1. General: Use materials listed and approved for the specific application. Foil tape may only be used at duct connections to air inlets/outlets (unless specifically noted otherwise). Clean surfaces to be sealed of moisture and all contaminants. Seal joints in accordance with SMACNA-DCS, sealant manufacturer's instructions, and UL 181.
2. Ductwork: Seal to meet duct leakage criteria as follows:
  - a. Ducts with pressure Class 3" and greater: Seal Class A.
  - b. Ducts with pressure Class 2": Seal Class B.
  - c. Ducts with pressure Class 1" and less: Seal Class C.
3. Exterior Ductwork: Special attention and effort shall be applied to the sealing of exterior ductwork to prevent any entry of water. Sealant shall be applied to all seams and joints prior to assembly in order to provide a layer of sealant which is continuous through the joint or seam. Additional sealant shall then be applied to the exterior of the joint or seam to ensure a weathertight closure. Any leakage or damage from water leakage into duct or building shall be repaired at no additional cost to the Owner.

H. Ductmate: All "Ductmate" and similar systems shall be installed in strict accordance with manufacturer's instructions.

I. Protective Caps: Provide temporary sheetmetal caps or heavy visqueen covers over all open portions of ductwork to prevent debris, dirt, and dust from entering the ductwork. Such covers shall be installed at the end of each work shift, and shall remain in place until all work activities or events that may cause duct contamination will no longer occur.

J. Round Duct: The Contractor, at his option, may use round duct in lieu of rectangular or flat oval shown on the drawings provided that: the Architect/Engineer gives prior approval, and the pressure drop per lineal foot of the proposed duct does not exceed that for the duct shown. Shop drawing submittals are required for any contractor proposed changes from the contract drawings.

### **3.02 ACOUSTICAL DUCT LINING INSTALLATION**

- A. General: Install acoustical duct lining in ducts to extent shown on drawings, covering all interior surfaces. Round ducts shall use factory fabricated double-wall ducts as specified.
- B. Installation: Installation shall comply with NAIMA-DLS and these specifications. The liner shall be cut to assure tightly butted joints.
- C. Liner Attachments: The duct liner shall be applied with a 100% coverage of



adhesive. Mechanical Fasteners shall be installed flush with the liner surface, and shall be spaced in accordance NAIMA-DLS.

- D. Horizontal Duct Runs: Tops of ducts over 12" wide and sides of duct over 16" high shall have liner additionally secured with mechanical fasteners.
- E. Vertical Duct Runs: Any side of duct over 12" in size shall have liner additionally secured with mechanical fasteners.
- F. Exposed Edges: All joints, exposed edges and any damaged areas of the liner, shall be heavily coated with fire resistant adhesive/mastic.
- G. Exterior Ducts: Shall have 2-inch thick internal duct lining; including all transitions.

### **3.03 PREPARATION FOR SERVICE**

- A. Cleaning: All ducts shall be wiped or blown clean of all dust and debris prior to the installation of grilles or diffusers. Notify the Engineer to allow for an inspection prior to installing grilles or diffusers.
- B. Contaminated Ducts: Where ducts have been contaminated by dirt or debris during the construction process, the affected duct systems shall be cleaned by an independent firm specializing in the vacuum cleaning of ductwork. All costs associated with such cleaning shall be the responsibility of the Contractor.

**END OF SECTION**

**SECTION 23 3300**  
**DUCT ACCESSORIES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

**1.02 WORK INCLUDED**

- A. Manual Dampers.
- B. Backdraft Dampers.
- C. Turning Vanes.
- D. Flexible Connectors.

**1.03 QUALITY ASSURANCE**

- A. General: Comply with Section 20 0500.
- B. Workmanship: Construction and installation of all duct accessories shall comply with applicable SMACNA-DCS, and exceed those standards as noted.
- C. Fire dampers, combination fire/smoke dampers, and smoke dampers shall be UL listed.

**1.04 SUBMITTALS**

- A. General: Submittals shall comply with Section 20 0500.
- B. Product Data: Submit product information on all items to be used.
- C. Sound Attenuators: Submit dynamic insertion loss and pressure drop data for all sound attenuators. Submit listing of all sound attenuators by unit served, airflow application, cfm, size, velocity, and pressure drop.

**1.05 REFERENCES**

- A. AMCA 500D: Laboratory Methods for Testing Dampers for Rating.
- B. SMACNA-DCS: SMACNA HVAC Duct Construction Standards, 3<sup>rd</sup> Edition.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 0500, Paragraph 2.01, Acceptable Manufacturers.
- B. Manual Damper Hardware: Duro-Dyne, Young Regulator Co., Ventfabrics, Krueger.
- C. Backdraft Dampers: Air Balance, Ruskin, Greenheck.
- D. Turning Vanes: Duro-Dyne, Aero-Dyne, Oil Capital Sheet Metal, Airsan.
- E. Flexible Connections: Ventfabrics, Duro-Dyne Elgen.
- F. Air Measuring Units: Cambridge Filter Corp., Monitor Corp.

### **2.02 MANUAL DAMPERS**

- A. Type: Manually adjustable volume dampers.
- B. Blades: Damper blades shall be fabricated of galvanized steel or stainless steel (unless a specific material is indicated), two gages heavier than duct in which installed, and in accordance with SMACNA-DCS. Maximum blade width 12 inches; fabricate multi-blade dampers with opposed blade pattern for ducts larger than 12" x 48".
- C. Regulators: Damper regulator sets shall have quadrant dial regulator with locking nut, square end bearing one side, and spring round end bearing other side (small sizes) or open end square bearing (larger sizes), axis of blade the long dimension. Multiple blade dampers shall have individual quadrants for each blade or one quadrant with interconnected blades. Regulator sets shall be Duro-Dyne model numbers (or approved equal) as follows:

<u>Max. Blade Dimension</u>	<u>Duro-Dyne Regulator Set</u>	<u>Shaft Size</u>
10" and less	KS-145, 145L	1/4"
11" to 14"	KSR-195, 195L	3/8"
15" to 23"	SRS-388, SB-138, KP105	3/8"
24" and larger	SRS-128, SB-112, KP105	1/2"

- D. Extractor Fittings: Galvanized steel construction, 24 gauge steel blades on 2 inch centers, with worm gear operator for adjustment through face of grille. Krueger EX-88 (or approved equal).

### **2.03 BACKDRAFT DAMPERS**

- A. Type: Airflow and gravity operated backdraft dampers. Greenheck WD-100, WD-300, WD-400 (or approved equal).

- B. Frame: Shall be constructed of minimum 18 gauge galvanized steel or stainless steel or minimum 0.063 thick 6063T5 extruded aluminum (unless a specific material is indicated).
- C. Blades: Shall be constructed of minimum 0.025" thick formed aluminum, or stainless steel (unless a specific material is indicated), with extruded vinyl edge seals. Seals shall prevent any noise due to damper opening/closing. Bearings shall be synthetic polycarbonate or acetal type. Damper linkage shall be with aluminum or galvanized steel tiebar. Dampers with vertical airflow shall be spring assist type.
- D. Configuration: For horizontal or vertical airflow as indicated on plans.
- E. Performance:
  - 1. General: Dampers shall be tested in accordance with AMCA standards.
  - 2. Pressure Drop: Not to exceed 0.05 inch w.g. at 250 fpm with vertical airflow; and not to exceed 0.07 inch w.g. pressure drop for horizontal airflow.
  - 3. Leakage: Dampers used to prevent the entry of outdoor air shall have air leakage no greater than 20 cfm/sf at 1-in w.g. where not less than 24 inches in any dimension, and no greater than 40 cfm/sf where less than 24 inches in any dimension, when tested in accordance with AMCA 500D.
  - 4. Pressure and Velocity Ratings: Shall suit maximum velocity and pressure differential to which dampers will be subjected; but no less than 1500 fpm and 1.0-in w.g. differential pressure.

## **2.04 TURNING VANES**

- A. Type: Galvanized steel turning vanes to guide airflow through duct elbows to minimize pressure drop.
- B. Construction: Turning vanes shall comply with SMACNA-DCS. Vanes shall be fabricated of minimum 26 gauge galvanized steel; rails shall be fabricated of minimum 24 gauge galvanized steel. For duct widths less than 12 inches, vanes may be single wall construction; for widths 12" and greater, vanes shall be double wall "airfoil" type.
- C. Spacing: Turning vanes shall be equally spaced in accordance with SMACNA-DCS, parallel to each other, and securely attached to runners.
- D. Unequal Elbows: For elbows where the inlet and outlet dimensions are not the same, modify vane shape or angle to provide optimum turning.

## **2.05 FLEXIBLE CONNECTORS**

- A. Type: Flexible fabric type connectors, to provide vibration isolation at equipment

duct connections and to allow for movement in duct systems.

**B. Fabric:**

1. Width: Minimum 3" wide except at equipment 3 hp or larger with external vibration isolators fabric shall be minimum 6" wide.
2. Indoor Applications: Flexible woven glass fiber fabric with neoprene coating, minimum 22 oz/sq. yard, 450 lbs x 450 lbs tensile strength.
3. Outdoor Applications: Flexible woven glass fiber fabric with hypalon coating, ozone resistant, 24 oz/sq. yard, 225 lbs x 275 lbs tensile strength.

**C. Metal Collars:** Minimum 24 gauge galvanized steel 3" wide metal edge connectors, each side of fabric, connected to fabric by folded over metal seam.

**D. Temperature Rating:** Suitable for temperatures from -40 to 200 deg F.

**E. Fire/Smoke Rating:** Flame spread rating not over 25, and smoke developed rating not higher than 50; complying with IMC requirements and NFPA standards.

## **2.06 DUCT SMOKE DETECTORS**

**A.** Supplied by Division 26.

## **PART 3 - EXECUTION**

### **3.01 BACKDRAFT DAMPERS**

**A.** General: Install in accordance with manufacturer's instructions.

**B.** Application: Use counterbalanced type at all non-fan powered building exhausts and reliefs; all others shall be the standard type.

**C.** Adjustments: Adjust counterbalanced backdraft dampers to be open at 0.07" building pressure (unless noted otherwise), or as necessary for proper space pressurization and building air balance. Coordinate work and settings with air balancer.

**D.** Access Doors: Provide access doors to backdraft dampers, except that where damper is installed immediately behind a ceiling or wall grille, and is accessible by removing this grille, an access door is not required.

### **3.02 FLEXIBLE CONNECTORS**

**A.** General: Provide flexible connectors at all duct connections to all equipment, where ducts of dissimilar metals are connected, and where shown on the drawings. Except that flexible connectors are not required on internally spring

isolated fans where the fan is located in a separate mechanical room and a flexible connector has not been shown.

- B. Round: For round ducts, the flexible material may be secured by zinc-coated, iron clinch type draw bands directly to adjoining duct; or with normal duct joining methods and using metal collars furnished with flexible connectors.
- C. Slack: Install flexible connections with sufficient slack to permit 1 inch of horizontal or vertical movement of ducts or equipment at flexible connection point without stretching the flexible material. At building expansion joints install sufficient flexible material to allow for 2 inch movement in any direction; provide two flexible connectors separated by a 12 inch section of duct.

### **3.03 DUCT SMOKE DETECTORS**

- A. Division 23 Contractor shall install the portions of duct smoke detectors that are installed in the ductwork. Installation shall comply with manufacturer's instructions; coordinate work and location with Division 26.

**END OF SECTION**

## **SECTION 23 3400**

### **FANS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Rooftop Exhaust Fans.
- B. Large Paddle Fans (HVLS).
- C. Fan Accessories.

##### **1.03 SUBMITTALS**

- A. General: Comply with Section 20 0500.
- B. Product Data: Submit manufacturer's product data for all items to be used. Submit fan curves showing SP vs. CFM and BHP vs. CFM with system operating point clearly marked.

##### **1.04 QUALITY ASSURANCE**

- A. AMCA: Fans shall bear the AMCA certified seal unless indicated otherwise.

##### **1.05 GENERAL REQUIREMENTS**

- A. Spare Parts: Provide two complete sets of spare belts for all belt driven fans.

##### **1.06 REFERENCES**

- A. AMCA 99-0401: Classification of Spark Resistant Construction.
- B. AMCA 210: Laboratory Methods of Testing Fans for Ratings.
- C. IMC: International Mechanical Code.
- D. NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.

- E. UL 762: Power Ventilators for Restaurant Exhaust Appliances.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. General: Products shall comply with Section 20 0500. See Section 20 0500, paragraph 2.01 for Acceptable Manufacturer requirements.
- B. Exhaust Fans: Greenheck, Twin City, Penn Barry, Cook, Carnes.
- C. Large Paddle Fans (HVLS): Big Ass.
- D. VFD's: ABB, Danfoss.
- E. Accessories: Fan manufacturers listed, NCA, Ruskin, Thybar, RPS.

### **2.02 GENERAL**

- A. Guards: All belt drives shall be equipped with belt guards, or enclosed within fan casing. Guards shall be factory fabricated and furnished with equipment, and comply with OSHA and WISHA regulations. Exposed openings into fan housings shall be protected with substantial metal screens or gratings.
- B. Drives: Shall be sized for not less than 150% of the rated motor horsepower.
- C. Adjustable Sheaves: All belt drive fans shall have adjustable sheaves and adjustable supports for adjusting belt tension. Sheaves shall be selected so that they are at their midpoint at design conditions.
- D. Motors:
  - 1. General: Comply with Section 20 0500. Motors on belt drive fans shall have adjustable supports for adjusting belt tension. Motor speed controllers shall be VFD type except where solid state speed controllers are provided or EC motors with integral speed controller. VFD's shall be as specified in Division 25.
  - 2. Fractional Horsepower Motors: Shall be the electronically commutated (EC) type with speed control where noted and where non-EC motors are not available which comply with code motor efficiency requirements. Unless noted otherwise, provide with manual speed control mounted at the motor for air balancers use. Motors shall be specifically designed for fan applications, have permanently lubricated ball bearings, speed controllable down to 20%, and have internal thermal overload protection.
  - 3. Belt Drive Fans: Motors shall have adjustable supports for adjusting belt tension.



- E. Capacity: Fan capacity shall not be less than the values listed on the drawings.
- F. Performance: Fan capacity shall not be less than the values listed on the drawings. Fan performance shall be based on laboratory tests conducted in accordance with AMCA 210.
- G. Outlets and Inlets: Fans shall be furnished with attachment angles and/or flanges as required for attaching ductwork and/or flexible connections indicated.
- H. Fan Types: The type of each fan is indicated on the Fan Schedule, under the "Type" column, and corresponds to the types specified herein.
- I. Fan Arrangement and Drive: Shall be as indicated. Select motor and drive access side to allow best access and to suit available space.
- J. Electrical: Fan disconnects and motor starters shall comply with Division 26 specifications. Disconnects furnished with fan shall come factory wired to motor or shall be field wired by Division 23.
- K. Finish: All fans shall have factory applied enamel finish (manufacturer's standard color, unless noted otherwise) over a rust inhibiting primer base coat; except a painted finish is not required on rooftop type fans of aluminum or equivalent corrosion resistant construction.
- L. Backdraft Dampers:
  - 1. General: Provide all exhaust fans with backdraft dampers.
  - 2. Rooftop Fans: Multi-blade backdraft damper, to close automatically to prevent airflow in the opposite direction than intended when fan is off, aluminum or galvanized steel construction (except shall be of stainless steel construction where duct system served is constructed of stainless steel). Frame shall be minimum 0.090-inches thick, with minimum 0.025-inch thick blades, synthetic bearings, concealed linkage connecting all blades, vinyl or felt blade edge seals, rated for 2500 feet per minute velocity, counterbalanced with adjustable weights to allow for proper operation. Leakage less than 10 cfm at 0.5-inch w.g. pressure differential for a 36-inch square damper. For installation in fan roof curb (unless indicated otherwise).
- M. Weatherproof: Where installed exposed to weather, fans shall have weatherproof enclosure, preventing any wind driven water entry into unit or drive assembly.

## **2.03 ROOFTOP FANS**

- A. Type: Propeller fan, for rooftop curb mounting, with down-blast discharge. Greenheck RBE (or approved).

- B. Housing: Windband shall be constructed of minimum 16 gauge aluminum. Entire drive assembly and wheel, as a unit, shall be removable through the support structure without dismantling the housing. Provide birdscreen in fan discharge.
- C. Drive: Entire drive assembly shall be mounted on rubber vibration isolators. Motor and drives shall be isolated from the exhaust airstream. Air for motor cooling shall be taken into motor compartments by means of an air tube from an area free of contaminated exhaust fumes.
- D. Accessories: Provide the following accessories where indicated:
  - 1. Disconnect Switch: Factory mounted in motor compartment.
  - 2. Speed Controls: Speed controller, allowing speed reduction down to 50% of maximum. Controller shall be for mounting in a standard wall box. Where motor type is not available for use with a solid state speed controller, provide with variable frequency drive.

#### **2.04 LARGE PADDLE FANS (HVLS)**

- A. Type: Industrial quality large diameter paddle fan. Big Ass Fans "Powerfoil" (or approved).
- B. Construction: Fan blades shall be constructed of extruded 6063 extruded aluminum alloy, heat treated for strength, with aerodynamic airfoil shape and end winglets to improve fan efficiency and effectiveness. Blades shall be connected to center hub by two locking bolts each blade, and an additional minimum 14 gauge galvanized steel safety strap. Hub shall be constructed of cast aluminum alloy.
- C. Gear Reducer: Helical gear type, permanently lubricated, stainless steel shaft and hardened steel gears.
- D. Mounting: Steel support assembly constructed of minimum 1/4-inch thick steel, for mounting of fan in configuration indicated on the plans. Main support tube shall be minimum 3 inch x 3 inch, with length to suit required fan mounting height. Provide with minimum 1/4-inch diameter galvanized steel cable and accessories to provide additional safety anchoring of fan to building structural member; cable shall be able to support fan shock load in case of main support failure.
- E. Finish: All exterior visible parts of fan and all supports shall be finished with a powder coated paint finish, color as selected by Architect.
- F. Controls:
  - 1. Control Panel: Provide a NEMA 1 control panel housing all VFD's wiring, controls, terminals, relays, fusing and related devices for proper fan operation and to comply with code. Provide door mounted start/stop

switch, fan speed manual adjustment dial and door interlocked disconnect switch. Panel wiring shall accept a remote on/off switch and remote speed adjustment control. Panel shall be UL listed.

2. VFD: Provide each fan with a VFD (variable frequency drive) sized to suit the fan used with (except provide VFD serving multiple fans where so indicated on the plans, sized for all fans served. Provide ability integral with VFD's for handling voltage irregularities.
3. Overloads: Provide solid state overloads for each motor served.
4. EMCS: Provide interface with building EMCS to allow for remote enable/disable by EMCS, and for installation of remote manual on/off switch, and remote manual speed controls.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General: Comply with Section 20 0500. Install in accordance with manufacturer's written installation instructions, code, applicable standards and best construction practices.
- B. Locations: Install fans at locations indicated and in accordance with the Contract Documents.
- C. Speed Controls: Fans with speed controllers shall have the speed controller mounted on the fan housing unless another location is indicated on the drawings (for use by Balancer). Install VFD's at accessible locations near item served.
- D. Connections: Provide flexible connections in ductwork connections to all fans.
- E. Rooftop Type Fans: Rooftop type fans shall be mounted on roof curbs, secured to curb on all sides, and sealed watertight.
- F. Sheaves: Provide sheave changes for all belt driven fans. Sheave changes shall meet Balancer and Engineer requirements.
- G. Operation and Maintenance:
  1. General: Operation and Maintenance shall be in accordance with manufacturer's written procedures and recognized best maintenance practices. Keep records of maintenance and (upon request) forward to the Architect/Engineer prior to project final acceptance.
  2. Stored Products: Provide maintenance (i.e. equipment rotation, lubrication, cleaning, etc.) and inspection on products while stored to maintain new condition.

3. Installed Products: Provide maintenance and inspection of products and operate fan systems until substantial completion or specified Owner Instruction has been provided (whichever is later). Maintenance shall include all manufacturer's recommended maintenance (i.e. bearing lubrication, belt tensioning, etc.). In addition to scheduled maintenance, review all equipment periodically to allow detection of improper operation or any special maintenance needs; review shall be consistent with best practices for the product but in no case less than every two weeks.
  4. Fans shall not be operated until all construction activities that generate dust, dirt, fumes, or odors are complete. Fans shall not be placed into service until start-up has been completed.
- H. Owner Instruction: Instruct Owner on the operation of each fan, including: system start-up, shut-down, emergency shut-down, normal control operation, safety aspects, maintenance and repair instructions.
- I. Start-Up: Prior to start-up inspect fans and installation to confirm proper installation and system is ready for start-up. Arrange other trades to be present as needed (i.e. balancer, electrician, etc.). Check fans for correct rotation, tighten belts to proper tension, adjust fan speeds to provide required performance, verify proper electrical and control connections, check vibration isolation (as applicable) for correct operation, and lubricate bearings per manufacturer's recommendations.

#### **END OF SECTION**

**SECTION 23 3500**  
**SPECIAL EXHAUST SYSTEMS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

**1.02 WORK INCLUDED**

- A. Vehicle Exhaust System.

**1.03 QUALITY ASSURANCE**

- A. All hoods and ducts shall comply with NFPA, IMC and applicable ACGIH and SMACNA construction standards.

**1.04 SUBMITTALS**

- A. General: All submittals shall comply with Section 20 0500.
- B. Product Data: Submit manufacturer's product data for all items to be used.

**1.05 REFERENCES**

- A. ACGIH: American Conference of Governmental Industrial Hygienists, Industrial Ventilation - A Manual of Recommended Practice, 20th Edition.
- B. NFPA 91: Blower and Exhaust Systems for Dust, Stock and Vapor Removal or Conveying.
- C. SMACNA: Round Industrial Duct Construction Standards, 1977 Edition.
- D. SMACNA-DCS: HVAC Duct Construction Standards.

**PART 2 - PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 0500, Paragraph 2.01, Acceptable Manufacturers.
- B. Vehicle Exhaust: Nederman.

- C. Sheet Metal: All domestic manufacturers.
- D. Duct Sealant: Durkee-Atwood, Hardcast, Duro-Dyne, Benjamin Foster, Grace Construction Products, Unite McGill.
- E. Hose Reels: Nederman.

## **2.02 GENERAL MATERIALS**

- A. Ducts: Construct of galvanized sheet steel, suitable for lock forming without flaking or cracking, conforming to ASTM A653 and A924, having a zinc coating of 0.90 ounces total per square foot for both sides of a sheet, corresponding to coating G90. Except that duct materials on turbine exhaust systems shall be Type 304 stainless steel.
- B. Fasteners: Use rivets and bolts or welded connections throughout; sheet metal screws are only acceptable on ductwork constructed to 2-inch pressure class standard or less.
- C. Duct Sealant: Shall be fire resistant with a flame spread rating of 25 or less, and a smoke developed rating of 50 or less. Sealant shall also be water resistant and compatible with mating materials and types of joints or connections being sealed, specifically made for sealing ducts. Exterior duct sealant shall be specifically intended for outdoor use as a duct sealant, shall be ultraviolet ray and ozone resistant where exposed to natural sunlight.

## **2.03 DUCT FABRICATION**

- A. Duct Gauge and Reinforcement: Shall be as shown in SMACNA-RIDCS and SMACNA-DCS according to the pressure classification of the system and the duct dimensions.
- B. Joints and Seams: Construct in accordance with SMACNA standards, code requirements, and these specifications (more stringent governs). Ducts shall be constructed and sealed so that the leakage criteria is not exceeded. Round duct types shall be type as allowed by SMACNA-RIDCS; other duct types shall be as allowed by SMACNA-DCS. Coordinate joint spacing with duct reinforcement requirements so that transverse joints having the required stiffness may be incorporated in the reinforcement spacing schedule. Round duct transverse joints shall be made with beaded sleeve joints or flanged connections in accordance with SMACNA-RIDCS. All fittings shall be factory fabricated, sized to match up to straight duct sections.
- C. Elbows and Tees: Shall be long-radius type with a center-line radius not less than 1-1/2 times the width or diameter of the duct. Where space does not permit the use of long-radius elbows, short-radius or square elbows with turning vanes may be used. Elbows in round duct systems shall be stamped type, welded segmented type, or standing seam segmented type.

- D. Transitions: Increase duct sizes gradually. Transitions for diverging air flow shall be made with each side pitched out not more than 22.5 degrees. Transitions for converging air flow shall be made with each side pitched in not more than 30 degrees. Except that eccentric transitions for round to flat oval may have up to a 45 degree pitch.
- E. Branch Connections: Shall comply with SMACNA Standards, and as required herein. Round duct connections and fittings shall be the factory fabricated type; sized to match up to the connecting straight duct. Other Connections in accordance with SMACNA Standards and recognized professional practices.
- F. Duct Sealant: Shall be fire resistant with a flame spread rating of 25 or less, and a smoke developed rating of 50 or less. Sealant shall also be water resistant and compatible with mating materials and types of joints or connections being sealed, specifically made for sealing ducts. Exterior duct sealant shall be specifically intended for outdoor use as a duct sealant, shall be ultraviolet ray and ozone resistant where exposed to natural sunlight.

#### **2.04 HOSE REEL – MOTORIZED**

- A. Type: Motorized hose reel for coiling vehicle exhaust system flexible hose.
- B. Size/Capacity: As noted on plans.
- C. Hose:
  - 1. Type: Flexible hose specifically designed for vehicle exhaust applications.
  - 2. Construction: Double ply hose with silicone coated woven fiberglass internal liner encapsulating a helically wound steel coil with an exterior woven nomex liner.
  - 3. Thermal Characteristics: Rated for minimum 600 deg F continuous operation; meeting MIL PFR 62068 at 1000 deg F; and intermittent exhaust temperatures to 1250 deg F.
  - 4. Working Pressure: As required to suit maximum pressure to be encountered on system, but no less than 6" w.g. negative.
  - 5. Connections:
    - a. Drum: Shall be attached to drum assembly using flanged or threaded type connection.
    - b. Custom Inlet: Stainless steel construction, tapered cone adapter, suction opening approximately 20% larger than connecting hose size, with "vise grip" clamping tool for solid attachment to vehicle and with two opposite side half rings welded to adaptor for connection of field straps/chain to hold in place.

- 6. Blast Gate: Two piece cast construction sliding blast gate, with locking set screw. Size to match hose served; locate on fan side of vehicle connector. Blast gate shall be trimmed approximately 1"-short to allow some airflow when fully closed. Blast gate not to be provided on systems with one to two hose reels connected to one fan.
- 7. Guide: Shall have tracking bar to guide hose during re-coiling.
- D. Frame: Constructed of minimum 10 gauge steel, configured to support unit drum and drive assembly, with top mounting plate factory drilled (or cut) for attachment to building structure.
- E. Drum: Hose drum shall be constructed of minimum 16 gauge steel, with inner strengthening bars attached to drum end flanges. End flanges shall be constructed of minimum 12 gauge steel with rubber edge guard on outer flange lip. Flange shall have feature to keep drum centered relative to end flange. Drum shall have inner hose (connected to hose reel) with side discharge fitting. Side discharge fitting shall be regreasable type. Assembly shall have sleeve type, self lubricating, self aligning bearings. Bearings shall be rated for 1000 deg F operation. Drum end outlet collar shall have minimum 3/8" shaft bracket and minimum 1-1/2" diameter shaft.
- F. Motor Drive and Controls: Motor shall have size as scheduled, with chain drive to drive shaft. Motor shall be controlled by remote located 2-button up/down switch. Switch shall be momentary contact type, each button labeled, rated for motor maximum current drawn, and suitable for an industrial application. Motor and drive assembly shall be covered by a minimum 18-gauge steel enclosure, with removable panel for motor servicing. Unit shall have a manual override lever.
- G. Finish: Assembly metal components shall have polyester powder coating, manufacturers standard color.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General: Install all ductwork and plenums in sizes and locations as shown on the drawings, complete with all accessories and connections to provide complete and operable duct systems. Provide design of systems as needed.
- B. Field Measurements: Prior to fabricating any duct materials, the Contractor shall field measure all areas where ducts will be installed to verify room available and all offsets and fittings required.
- C. Workmanship: All work shall comply with code, SMANA-DCS, and other applicable standards. Ducts shall be installed level (unless noted otherwise) and in neat lines with the building construction using best professional practices.



- D. Exposed Ducts: Ducts that are exposed shall be carefully fabricated, stored, and installed for best appearance. All dents, dings, scratches and other damage shall be repaired for a high quality finished look; all dirt, debris, labels, stickers, lettering, and marks removed; and the duct completely cleaned. Any sealant shall be cleaned to form a straight and even seam adjacent to joints, have no overlap onto duct areas not needing sealant, and have all excess sealant removed.
- E. Sealing: Seal all joints as required to meet duct leakage criteria.
- F. Protective Caps: Provide temporary sheetmetal caps or heavy visqueen covers over all open portions of ductwork to prevent debris, dirt, and dust from entering the ductwork. Such covers shall be installed at the end of each work shift, and shall remain in place until all work activities or events that may cause duct contamination will no longer occur.
- G. Hose reel motor to be operated by a 2-button up/down switch; furnish motor to Division 26 contractor for installation. Test for proper operation.

### **3.02 PREPARATION FOR SERVICE**

- A. Cleaning: All ducts shall be wiped or blown clean of all dust and debris prior to the installation of hoses.
- B. Contaminated Ducts: Where ducts have been contaminated by dirt or debris during the construction process, the affected duct systems shall be cleaned by an independent firm specializing in the vacuum cleaning of ductwork. All costs associated with such cleaning shall be the responsibility of the Contractor.

**END OF SECTION**

## **SECTION 23 8143**

### **AIR-SOURCE UNITARY HEAT PUMPS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and Division 01 Specification Sections, apply to this Section.
- B. Requirements of Section 20 05 00 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Single Package Air Source Heat Pumps.
- B. Unit Roof Curbs.

##### **1.03 SUBMITTALS**

- A. Product Data: Submit product information on all units; including performance data showing cooling and heating capacity (as a function of indoor and outdoor coil db/wb temperatures and indoor coil air flow rates), supplementary heater capacity, fan performance, filter information, unit accessories, wiring diagram, and point of connection of all utilities.
- B. Installation: Submit manufacturers installation instructions for units.

##### **1.04 QUALITY ASSURANCE**

- A. Listing: Units shall be UL listed and labeled.
- B. Performance Ratings: Units' cooling and heating performance shall be rated in accordance with ANSI/AHRI 210/240.
- C. Codes: Unit and accessories shall conform to applicable codes and standards. Unit efficiency shall comply with code (and exceed code as indicated).
- D. Operating Ability: Unit and all components shall be able to withstand ambient temperatures from 0 deg F to 125 deg F, plus direct exposure to sun and weather elements without adverse affects. Unit shall be able to operate and produce cooled air between ambient temperatures of 45 deg F and 115 deg F. Unit shall be able to operate and produce heated air between ambient conditions of 0 deg F and 80 deg F. Unit shall be able to operate with supply air temperatures between 50 deg F and 125 deg F; and with room temperature setpoints between 65 deg F to 85 deg F.

- E. Electrical: Coordinate equipment electrical voltage/phase, minimum circuit amps, and overcurrent protection requirements with the Division 26 contractor prior to ordering.

## **1.05 GENERAL REQUIREMENTS**

- A. Extended Warranties: Unit compressors shall be warranted by the manufacturer for five years. All labor and materials associated with compressor replacement (or repair) shall be warranted.
- B. Spare Parts:
  - 1. Belts: Provide two complete sets of spare belts for all belt driven fans.
  - 2. Filters: Provide two complete spare sets of filters for each unit.
- C. Seismic:
  - 1. General: Units shall be constructed to withstand the forces that could be imparted to the unit and its components in a seismic event as required by code. This facility is not an essential facility.
  - 2. Anchoring: Coordinate with Section 20 05 48 to allow for seismic calculations for unit anchorage and forces imposed on anchors and on building.

## **1.06 REFERENCES**

- A. ANSI/AHRI 210/240: Performance Rating of Unitary Air Conditioning & Air-Source Heat Pump Equipment.
- B. ANSI/AHRI 270: Sound Rating of Outdoor Unitary Equipment.
- C. ANSI/ASHRAE 52.2: Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products shall comply with Section 20 05 00. See Section 20 05 00, paragraph 2.01 for Acceptable Manufacturer requirements.
- B. Heat Pumps: Trane, Carrier, York/JCI, Fraser-Johnston, Daikin.

### **2.02 SINGLE PACKAGED HEAT PUMPS – 5 TON AND SMALLER**

- A. Type: Single packaged air to air heat pump. Configuration as shown on drawings.

- B. Capacity: Units shall have minimum cooling and heating capacities as scheduled on the drawings at the conditions shown.
- C. General: Units shall be fully factory assembled and shall be complete with casing, coils, fans, compressor(s), piping, wiring, controls, supplementary electric heaters and all other accessories required to be ready for field connections and operation.
- D. Refrigerant: Units shall be for use with refrigerant R-410A and shall be fully charged at the factory.
- E. Unit Casing: Shall be constructed of zinc coated steel, with baked-on enamel finish. Access panels shall provide access to unit controls, indoor coil, supply air fan, outdoor fan, compressor, and all items requiring service. Indoor air section shall be completely insulated with minimum 1/2" thick 1-1/2 lb. per cubic foot neoprene coated fiberglass insulation. Insulation in the evaporator section shall have cleanable foil faced insulation. All screws or holding devices shall be of cadmium plated construction to resist corrosion. Unit shall have knockouts for utility and control connections with rubber grommets to insure water-proof connections. Casing below indoor air coil shall have condensate drip pan with drain connection to outside with PVC P-trap.
- F. Compressor(s): Direct drive hermetically sealed or serviceable hermetic, scroll or reciprocating type, specifically designed for heat pump service. Compressor shall have internal line break overcurrent and overtemperature protection, low pressure protection, internal high pressure relief or high pressure switch, anti-short cycle timer, and crankcase heaters. Compressors shall be mounted on vibration isolators.
- G. Refrigerant Circuit: Shall be fully factory piped and shall include a refrigerant line filter/drier, service pressure tap ports, reversing valve, accumulator, and thermostatic expansion valve (or dual flow metering device) for both heating and cooling operation.
- H. Coils: Shall be constructed of seamless copper tubing with aluminum fins mechanically bonded to tubes. Evaporator coils shall be factory leak tested to minimum 200 psig; condenser coils shall be factory leak tested to minimum 400psig.
- I. Coil Drain Pan: Constructed of non-corrosive material, dual sloped to drain, reversible and removable.
- J. Fans:
  - 1. General: Shall be statically and dynamically balanced at factory.
  - 2. Evaporator Fan: Shall be centrifugal type, with belt drive or minimum three-speed direct drive motor. Motor shall be permanently lubricated type with built-in auto-reset thermal overload protection. Bearings shall be sealed permanently lubricated type. Belt drive fans shall have quick

adjust fan motor mounting plate or adjustable idler-arm assembly for easy belt tension adjustment. Sheaves shall be the adjustable type on belt driven units.

3. Condenser Fan(s): Shall be propeller type, used in draw-through configuration. Fan shall be direct drive, with permanently lubricated totally enclosed weather-proof motor(s) having built-in auto-reset thermal overload protection. Fan shall have controls to cycle as needed to maintain proper refrigerant system pressures/temperatures at the outdoor coil.

K. Filters:

1. General: Units shall be provided with filter racks for accommodating 2" thick filters (unless noted otherwise), with minimum filter area (or sizes) as scheduled. Access panels to filters shall be hinged, with latches (or equivalent device) requiring no tools to open.
2. Filter Type: Shall be pleated panel, disposable type. Filter shall have MERV 13 efficiency as evaluated by ASHRAE 52.2.

- L. Defrost: Unit shall have defrost cycle to remove build-up of frost on outdoor coil. Defrost cycle shall be time and temperature initiated, i.e. after 90 minutes (adjustable to lower time periods) elapsed run time if temperature is low enough defrost cycle shall be activated. Defrost cycle shall be time or temperature terminated, i.e. defrost cycle shall stop after 10 minutes or when refrigerant temperature is high enough indicating defrost is completed. When in defrost mode unit supplementary electric heaters shall be activated automatically.

- M. Supplementary Electric Heaters: Shall be provided with capacity as scheduled on the drawings at the voltage and phase indicated. Heaters shall have open wire nickel-chrome elements, and safety overcurrent and overtemperature protection. Heaters shall be UL listed.

- N. Electrical Power: Units shall be for use with power of voltage and phase as scheduled on the drawings. Units shall have single source power entry unless indicated otherwise. Units with single source power entry shall require only one field connection and power source. All necessary terminal blocks, fuse blocks, fuses, wiring, junction boxes and accessories shall be factory installed within the unit cabinet to provide power to all devices (including the supplementary heater for single source power entry units.)

O. Economizer Dampers – Factory:

1. General: Unit shall have economizer dampers manufactured by unit manufacturer to allow use of 100% outside air for economizer cooling. System shall have outside air and return air dampers, each operable from 0% to 100% of unit total airflow capacity. Dampers shall have linkage to allow return air damper to close as outside air damper opens. Outside air

inlet shall have an aluminum mesh water entrapment filter and intake hood.

2. Relief: Unit shall have barometric relief damper to allow for pressure relief of building air as outside air damper is opened. Relief shall be gravity closing and prohibit the backdraft or entrance of outside air thru the relief passage. Relief outlet shall have hood with birdscreen.

P. Controls:

1. General: Unit control shall be by Division 25 (unless noted otherwise); unit shall have limited factory controls to provide necessary safeties and to allow for control by Division 25. Division 25 shall control unit supply fan, cooling, heating, supplementary heating, damper positions, and economizer function. Unit condenser and defrost operation shall be by unit factory controls. Unit shall be furnished with all necessary relays, starters, wiring terminal strips, timers, safety devices, etc. to allow for the sequence of operation as specified in Division 25 using the Division 25 control system. Unit wiring shall be color coded and numbered corresponding to unit's wiring diagram. Access panels to unit controls shall be hinged with latches (or equivalent device), requiring no tools to open.
2. Supply Fan/Cooling/Heating Controls: Shall be by Division 25. Unit shall have terminal strip (and associated wiring/devices) for connection of Division 25 wiring to allow for control by Division 25, as specified in Division 25 and as follows:
  - a. Supply fan operation when "common" and "fan" terminals are interconnected (by the Division 25 control system).
  - b. Cooling operation when "common" and "compressor" and "common" and "reversing valve" terminals are connected (by the Division 25 control system). Provide "compressor 1", "compressor 2", "reversing valve 1", etc. terminals to match number of compressor cooling stages for units with multiple stages of cooling.
  - c. Heating operation when "common" and "compressor" and "supplementary heater" terminals are connected (by the Division 25 control System). Provide "compressor 1", "Compressor 2", "supplementary heater 1", "supplementary heater 2", etc. terminals to match number of heating stages for units with multiple stages of heating.
3. Economizer Controls: Unit damper actuators, economizer logic, shall be by Division 25 controls.
4. Control Safeties: In addition to code required safeties, unit shall have safety controls to prevent operation that may be unsafe or damage the

unit. Such safeties shall as a minimum include controls of all refrigeration system components, low refrigerant pressure safety, and high refrigerant pressure safety.

5. Ambient controls: Unit shall have all necessary safeties and controls to allow operation at the specified ambient and room conditions.
- Q. Roof Curb: Factory fabricated heavy gauge steel curb, with horizontal base foot, top wood nailer wrapped over top with top of steel curb, and top gasket seal. Size, configuration, and capacity to match equipment served and roof slope installed on. Curb shall provide level watertight mounting surface for equipment served, and shall have provisions for seismic anchoring of unit to curb, and curb to building structure.
- R. Accessories:
1. P-Trap: PVC P-trap for discharge of unit condensate with depth as recommended by unit manufacture to maintain water seal with unit static pressure; configured to allow cleaning of trap. Provide with discharge pipe so outlet is within 3-inches of roof surface (unless indicated otherwise).
  2. Thru-Base Utilities: Units shall have provisions for through-the-base electrical power and control connections.
  3. Circuit Breaker Disconnect: Thermal magnetic, molded case, HACR circuit breaker, wired from circuit breaker to unit terminal block. Provide with water tight enclosure having exterior access through a hinged cover. Circuit breaker shall provide unit overcurrent protection and unit disconnect in accordance with NEC, UL, and code requirements. Shall be sized to properly handle unit electrical load, including power exhaust (where power exhaust is used); except where separate power connection to power exhaust is indicated.

## **2.03 SINGLE PACKAGED HEAT PUMPS – LARGER THAN 5 TON**

- A. Type: Single packaged air to air heat pump. Configuration as shown on drawings.
- B. Capacity: Units shall have minimum cooling and heating capacities as scheduled on the drawings at the conditions shown.
- C. General: Units shall be fully factory assembled and shall be complete with casing, coils, fans, compressor(s), piping, wiring, controls, supplementary electric heaters and all other accessories required to be ready for field connections and operation.
- D. Refrigerant: Units shall be for use with refrigerant R-410A and shall be fully charged at the factory.

- E. Unit Casing: Shall be constructed of zinc coated steel, with baked-on enamel finish. Access panels shall provide access to unit controls, indoor coil, supply air fan, outdoor fan, compressor, and all items requiring service. Indoor air section shall be completely insulated with minimum 1/2" thick 1lb. per cubic foot foil faced fiberglass insulation. Insulation in the evaporator section shall have cleanable foil faced insulation. All screws or holding devices shall be of cadmium plated construction to resist corrosion. Unit shall have knockouts for utility and control connections with rubber grommets to insure water-proof connections. Casing below mixed air and cooling coil sections shall have condensate drip pan with drain connection to outside with PVC P-trap.
- F. Compressor(s): Units shall have dual compressors that are direct drive hermetically sealed, scroll type, specifically designed for heat pump service. Compressor shall have internal line break overcurrent and overtemperature protection, low pressure protection, internal high pressure relief or high pressure switch, anti-short cycle timer, and crankcase heaters. Compressors shall be mounted on vibration isolators.
- G. Refrigerant Circuit: Shall be fully factory piped and shall include a refrigerant line filter/drier, service pressure tap ports, reversing valve, and thermostatic expansion valve (or dual flow metering device) for both heating and cooling operation.
- H. Coils: Shall be constructed of seamless copper tubing with aluminum fins mechanically bonded to tubes. Coils shall be factory leak tested to minimum 450 psig; complete connected refrigerant system shall be factory leak tested to minimum 240psig.
- I. Coil Drain Pan: Constructed of stainless steel, dual sloped to drain, reversible and removable.
- J. Fans:
  - 1. General: Shall be statically and dynamically balanced at factory.
  - 2. Evaporator Fan: Shall be centrifugal type, with belt drive motor. Motor shall be permanently lubricated type with built-in auto-reset thermal overload protection. Bearings shall be sealed permanently lubricated type. Fans shall have adjustable idler-arm assembly for easy belt tension adjustment. Sheaves shall be the adjustable type; selected to be at the midpoint of their adjustment range for the indicated conditions.
  - 3. Condenser Fan(s): Shall be propeller type, used in draw-through configuration. Fan shall be direct drive, with permanently lubricated totally enclosed weather-proof motor(s) having built-in auto-reset thermal overload protection.
- K. Filters:



1. General: Units shall be provided with filter racks for accommodating 2" thick disposable filters (unless noted otherwise), with minimum filter area (or sizes) as scheduled.
  2. Filter Type: Shall be pleated panel, disposable type. Filter shall have MERV 13 efficiency as evaluated by ASHRAE 52.2.
- L. Defrost: Unit shall have defrost cycle to remove build-up of frost on outdoor coil. Defrost cycle shall be time and temperature initiated, i.e. after 90 minutes (adjustable to lower time periods) elapsed run time if temperature is low enough defrost cycle shall be activated. Defrost cycle shall be time or temperature terminated, i.e. defrost cycle shall stop after 10 minutes or when refrigerant temperature is high enough indicating defrost is completed. When in defrost mode unit supplementary electric heaters shall be activated automatically.
- M. Supplementary Electric Heaters: Shall be provided with capacity as scheduled on the drawings at the voltage and phase indicated. Heaters shall have open wire nickel-chrome elements, and safety overcurrent and overtemperature protection. Heaters shall be UL listed.
- N. Electrical Power: Units shall be for use with power of voltage and phase as scheduled on the drawings. Units shall have single source power entry unless indicated otherwise. Units with single source power entry shall require only one field connection and power source. All necessary terminal blocks, fuse blocks, fuses, wiring, junction boxes and accessories shall be factory installed within the unit cabinet to provide power to all devices (including the supplementary heater for single source power entry units.)
- O. Economizer – Factory:
1. General: Unit shall have economizer system manufactured by unit manufacturer to allow use of 100% outside air for economizer cooling. System shall have outside air and return air dampers, each operable from 0% to 100% of unit total airflow capacity. Dampers shall have linkage to allow return air damper to close as outside air damper opens. Outside air inlet shall have an aluminum mesh water entrapment filter and intake hood.
  2. Relief: Unit shall have barometric relief damper to allow for pressure relief of building air as outside air damper is opened. Relief shall be gravity closing and prohibit the backdraft or entrance of outside air thru the relief passage. Relief outlet shall have hood with birdscreen.
- P. Controls:
1. General: Unit shall have factory installed controls which allow for the building control system to control unit fan, cooling, heating, supplementary heating, and economizer operations. Unit shall be furnished with all necessary relays, starters, wiring terminal strips, timers, safety devices, etc. to allow for the sequence of operation as specified in

Division 25 using the Division 25 control system, and allowing unit's safeties to protect unit components. Unit wiring shall be color coded and numbered corresponding to unit's wiring diagram. Access panels to unit controls shall be hinged with latches (or equivalent device), requiring no tools to open.

2. Division 25 Interface: Unit shall have terminal strip (and associated controls) for connection of Division 25 wiring. Unit controls shall allow for:
  - a. Fan operation when "common" and "fan" terminals are interconnected (by the Division 25 control system).
  - b. Cooling operation when "common" and "compressor" and "common" and "reversing valve" terminals are connected (by the Division 25 control system). Provide "compressor 1", "compressor 2", "reversing valve 1", etc. terminals to match number of compressor cooling stages for units with multiple stages of cooling.
  - c. Heating operation when "common" and "compressor" and "supplementary heater" terminals are connected (by the Division 25 control System). Provide "compressor 1", "compressor 2", "supplementary heater 1", "supplementary heater 2", etc. terminals to match number of heating stages for units with multiple stages of heating.
3. Economizer Controls: System shall include a spring return modulating actuator on the outdoor air and return air damper, with actuator controlled by unit's controls. Exhaust fan VFD shall be controlled by unit furnished space pressurization sensor, set to maintain space 0.05 to 0.10 inch wc positive. Exhaust fan shall be enabled once the OA damper is more than 50% open using unit provided controls.
4. Control Safeties: In addition to code required safeties, unit shall have safety controls to prevent operation that may be unsafe or damage the unit. Such safeties shall as a minimum include controls of all refrigeration system components, low refrigerant pressure safety, high refrigerant pressure safety.
5. Ambient controls: Unit shall have all necessary safeties and controls to allow operation at the specified ambient and room conditions.

Q. Roof Curb: Factory fabricated heavy gauge steel curb, with horizontal base foot, top wood nailer wrapped over top with top of steel curb, and top gasket seal. Size, configuration, and capacity to match equipment served and roof slope installed on. Curb shall provide level watertight mounting surface for equipment served, and shall have provisions for seismic anchoring of unit to curb, and curb to building structure.

R. Accessories:

1. P-Trap: PVC P-trap for discharge of unit condensate with depth as recommended by unit manufacture to maintain water seal with unit static pressure; configured to allow cleaning of trap. Provide with discharge pipe so outlet is within 3-inches of roof surface (unless indicated otherwise).
2. Thru-Base Utilities: Units shall have provisions for through-the-base electrical power and control connections.
3. Circuit Breaker Disconnect: Thermal magnetic, molded case, HACR circuit breaker, wired from circuit breaker to unit terminal block. Provide with water tight enclosure having exterior access through a hinged cover. Circuit breaker shall provide unit overcurrent protection and unit disconnect in accordance with NEC, UL, and code requirements. Shall be sized to properly handle unit electrical load, including power exhaust (where power exhaust is used); except where separate power connection to power exhaust is indicated.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. General: Comply with Section 20 05 00. Install in accordance with manufacturer's written instructions, code, applicable standards and best construction practices. Care shall be taken when moving and setting units not to damage roof, curb, units, or other items.
- B. Location Verification: Install equipment at locations indicated in accordance with the Contract Documents. Prior to selecting installation locations and setting unit curb and unit, confirm that: unit curb properly matches building support structure; curb is level and dimensionally matches unit; installed duct locations match unit connection locations; manufacturer's pre-installation checklists have been completed; proper unit clearances and access will be provided; proper distances from plumbing vents and other vents; no adverse airflow conditions are present; and installation has been coordinated with other trades.
- C. Gasketing: Provide gasketing around top of unit curb and where duct connections mate to unit.
- D. Complete Connections: Connect and install all items shipped loose with units; provide and connect all utilities and accessories as required for proper unit operation.
- E. Refrigerant Charge: Units shall be checked for proper refrigerant charge and oil level and re-charged as necessary. Refrigerant shall be delivered to the site in factory charged containers and charged into the system through a filter/drier.
- F. Sheaves: Provide sheave changes for all belt driven fans. Sheave changes shall be as directed by the Balancer or Engineer requirements.

- G. Cleaning: Units shall be thoroughly cleaned (internally and externally) of all debris prior to operation. Units shall be clean and in new condition prior to Owner acceptance.
- H. Operation and Maintenance:
  - 1. General: Operation and Maintenance shall be in accordance with manufacturer's written procedures and recognized best maintenance practices. Keep records of maintenance and (upon request) forward to the Architect/Engineer prior to project final acceptance.
  - 2. Stored Products: Provide maintenance (i.e. equipment rotation, lubrication, flush, cleaning, etc.) and inspection on products while stored to maintain new condition.
  - 3. Installed Products: Provide maintenance and inspection of products and operate mechanical systems until substantial completion or specified Owner Instruction has been provided (whichever is later). Maintenance shall include all manufacturer's recommended maintenance (i.e. strainer cleaning, filter changes, bearing lubrication, belt tensioning, etc.). In addition to scheduled maintenance, review all equipment periodically to allow detection of improper operation or any special maintenance needs; review shall be consistent with best practices for the product but in no case less than every two weeks.
  - 4. Units shall not be operated until all construction activities that generate dust, dirt, fumes, or odors are complete. Units shall not be placed into service until start-up has been completed.
- I. Owner Instruction: Instruct Owner on equipment operation, including: system start-up, shut-down, emergency shut-down, normal control operation, safety aspects, maintenance and repair instructions.

### **3.02 START-UP**

- A. Pre Start-Up Inspection: Inspect equipment and connecting systems to confirm equipment and connecting systems to confirm equipment has been installed properly and is ready for start-up. As a minimum, check for: proper voltage and phases, correct system refrigerant charge, correct electrical connections, complete control connections, all unit safety devices properly set and connected, heaters operational, fans free to rotate and rotating correctly, fans lubricated, belts tightened to proper tension, coils clear of obstructions, and other items as listed by the manufacturer are properly provided/connected and operating to ensure safe and proper start-up. If items are discovered that prevent start-up to be completed, notify the installing Contractor and Engineer of issues. Coordinate and re-schedule start-up after items are corrected.
- B. Start-Up: Perform start-up in accordance with manufacturers written start-up procedures. Arrange other trades needed to be present (i.e. balancer, control technician, etc.). Operate equipment in various modes to confirm proper

operation. Observe proper operation of all unit components (heating, cooling, condenser fan, economizer, etc.).

- C. Adjustments: Adjust and set unit components to allow for proper operation (i.e. adjust fan sheaves, adjust fan speeds, unit settings, etc.). Observe unit to detect any unusual vibration, leakage, loose wiring, or other situations that could affect unit operation.

### **3.04 COMMISSIONING**

- A. General: The Products referenced in this section are to be commissioned. The Contractor has specific responsibilities for scheduling, coordination, testing, and documentation of the commissioning. The Contractor shall provide a documented and signed record to verify that all equipment and systems installed under this contract have been inspected and functionally tested to verify full compliance with the contract specifications. See Section 20 08 00.

**END OF SECTION**

## **SECTION 25 5000**

### **INTEGRATED AUTOMATION FACILITY CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 SECTION INCLUDES**

- A. Control System Design.
- B. Complete Mechanical System Controls.
- C. Control Devices, Components, and Wiring.
- D. Control System Commissioning.

##### **1.03 SUBMITTALS**

- A. General: Comply with Section 20 0500.
- B. Product Data: Submit manufacturer's product data for all items to be used. Provide a complete materials list, labeled to match labeling used on shop drawing, with manufacturer and model number. Clearly indicate specific each item's control features (e.g. range of operation, accuracy, electrical characteristics, material of construction, etc.). Provide a schedule listing all control valves, control dampers, sizes, flow rates, pressure drops, Cv's, and related data to clearly identify application.
- C. Shop Drawings: Submit shop drawings of complete control system, including the following information: interconnect drawings showing all wiring and control connections, all control device locations, sequence of operation for all controlled systems, building floor plans with all proposed thermostat and other control device locations shown.
- D. Labeling: Submit list of proposed component labeling.

##### **1.04 QUALITY ASSURANCE**

- A. Listing: All network controllers, central system controllers and local user displays shall be UL Listed under Standard UL 916, category PAZX.

- B. Electrical Interference: All electronic equipment shall conform to the requirements of FCC 15, governing radio frequency electromagnetic interference and be so labeled.
- C. Skilled Workers: The entire control system shall be installed by skilled electricians, technicians, and programmers, all of whom are experienced, properly trained and qualified for the work they perform. Contractor shall submit evidence of workers' experience and training upon request of the Engineer.

#### **1.05 GENERAL REQUIREMENTS**

- A. Single Contractor: One single Company shall be responsible to design, furnish and install the complete Division 25 control system. Any subcontracted installation work shall be done by firms experienced and qualified in the work they perform, and subject to approval by the Engineer.
- B. Bidder Design: The control system is bidder design, subject to the requirements of the Contract Documents.
- B. Local Contractor: System shall be designed, programmed, and commissioned by local office personnel, with their office facilities, located within 100 miles of the project location.
- C. Qualifications: Firms performing the Division 25 work shall meet the qualifications listed below. Firms listed below have been pre-qualified as a convenience to bidders.
  - 1. Have installed control systems of the type required for this project in at least 6 projects of similar or greater complexity in the last 2 years. These similar or more complex projects shall involve integrating controls of another contractor.
  - 2. Be qualified by the manufacturer of the system being installed to install the type of controls and of the magnitude required for this project. Such pre-qualifications shall include titles as "Authorized Control Integrator", "Independent Field Office", "Authorized Factory Representative" or similar.
  - 3. Pre-qualified firms: ATS Automation.
- D. Licensing: Provide licensing which allows the Owner to make modifications, additions, expansion, and interconnections to all aspects of the system without limitation. Manufacturer's software licensing agreements shall be configured to allow the system to be "open" and non-proprietary. The Owner shall have full ownership for the system and access.
- E. Payments: The Contractor is advised that in addition to payments held out for retainage and project final completion (i.e. punchlist work) as specified elsewhere, the work of this specification Section may be limited to a maximum

payment of 90% of the scheduled value of the work until all system are proven operational and have been properly checked out by the installing Contractor.

- F. All DDC Control: All controls and sequences shall be provided by the Division 25 DDC control system, unless specifically noted otherwise. Where interval timer, switch control, or a similar manual control is indicated, the control device shall provide an input to the DDC system with the DDC system providing an output for control. No line voltage controls or other controls which do not "pass through" the DDC control system are allowed, unless directly stated that is the method of control to be used; see the Control Sequences specification Section for exceptions
- G. Service Allowance: Include 16 hours of control labor for special work (i.e. software changes, system consultation, relocation of control devices and other services) during construction as required by the Owner or Engineer. The Engineer and Contractor will jointly track the amount of time used. Only time directly authorized and agreed to by the Engineer may be tracked as part of this allowance. This allowance is for work outside of other required project work, and is for specific tasks assigned to the Contractor by the Owner or Engineer.
- H. Existing Systems:
  - 1. Existing Controls: Existing controls are the DDC type, by Alerton. New controls shall be the DDC type and shall be an extension of the existing system, by the same manufacturer, with the same capabilities extended to include new equipment. Revise and add system graphics to reflect all project work and to include new equipment.
  - 2. Field Verification: See Section 20 0500 and 20 0503 for additional field verification requirements. Verify existing system wiring, component type, graphics, programming and related information in order to allow the Work to be compatible with the existing.
  - 3. System Demolition and Revisions: Remove existing controls at demolished equipment and revise system as necessary so that existing items that remain continue to operate properly. Revise existing system graphics to reflect demolished system revisions. Revise existing control wiring and control components as necessary to properly reconnect to all relocated and revised equipment so that the equipment operates properly. Revise and relocate existing wiring and control component locations to suit revised area.
  - 4. Wiring and Component Reuse: Verify existing system wiring and existing components to be reused, to confirm they will operate properly with the new system. Existing components that are indicated to be reused shall be assumed to be in working condition (i.e. temperature sensors, actuators, etc.); however Contractor shall review their operation and functionality to confirm their condition and notify the Owner of any issues or component failure.



I. Warranty:

1. Basic: System shall be warranted to provide the sequence of operation and basic features specified, with the accuracy and flexibility specified. The system shall be repaired or replaced, including materials and labor, if in Owner's reasonable opinion, system is other than as warranted.
2. Emergency Service: During the warranty period maintain a 24 hour emergency phone service and be able to respond by a trained and qualified Controls Engineer familiar with the installed system. The Contractor shall be able to communicate with the system for purposes such as program algorithm alterations, operational evaluations, troubleshooting, etc.; said response shall be within six hours, with site visits (as necessary) in no less than two weekdays.
3. Warranty Service Allowance: Include 16 hours of control technician/programmer's time for special service (i.e. software changes, system consultation, setting up additional trends, etc.) and other services during the warranty period as required by the Owner or Engineer. The Owner and Contractor will jointly track the amount of time used. Only time directly authorized and agreed to by the Owner may be tracked as part of this allowance. This allowance is for work outside of other required project work, and is for specific tasks assigned to the Contractor by the Owner or Engineer.
4. End of Warranty Service: At the end of the warranty period, the Contractor shall provide a re-check of the entire system operation, including calibration testing of a sample number of components and providing any necessary control adjustments for proper system operation. Such work shall be for a minimum of 8 hours on site.

## 1.06 REFERENCES

- A. UL 916: Energy Management Equipment.
- B. FCC 15: Code of Federal Regulations, Title 47, Part 15, Federal Communications Commission Regulations.
- C. AMCA 500-D: Laboratory Methods of Testing Dampers for Ratings.
- D. ANSI/ASHRAE 15: Safety Standard for Refrigeration Systems and Designation and Classification of Refrigerants.

## PART 2 - PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. General: Products shall comply with Section 20 0500. See Section 20 0500, paragraph 2.01 for Acceptable Manufacturer requirements.

- B. Control System Manufacturer: Alerton.
- C. Actuators: Belimo.
- D. Control Dampers: Ruskin, American Warming and Ventilating, Greenheck.
- E. Variable Frequency Drives (VFD's): ABB, Danfoss.
- F. Other Control Components and Accessories: Idec, Hoffman, McDonnell, Tridelta, Veris, Kele, Edwards, Mamac, APC, Barksdale, Mark-Time, Functional Devices, and manufacturers listed for microprocessor based products.

## **2.02 BASIC SYSTEM**

- A. General: The system shall be a distributed processing type direct digital control (DDC) system. System shall provide complete stand-alone temperature control/monitoring and energy management for this project, using a network of various independent controllers, sensors and associated devices interconnected in a communicating network.
- B. System Protocol: Same as existing Alerton system.
- C. Network: All controllers shall be interconnected in a communicating network to provide facility wide access to work stations and sharing of information. A Local Area Network (LAN) shall be provided to interconnect controllers for high speed data transmission. Failure of a single or multiple controllers shall not cause loss of communication between other LAN-connected controllers still active. The control system LAN shall be separate and independent from other building LAN's (except for a single data terminal connection at a single system workstation).
- D. System Performance:
  - 1. Graphics: System shall display a graphic with at least 20 dynamic points with all current data within 10 seconds of being initially displayed. System shall refresh a graphic with at least 20 dynamic points with all current data within 8 seconds.
  - 2. Object Command: Commands of a binary object entered at local workstations shall be executed at the commanded device within 2 seconds of being entered; analog objects shall start to adjust within 2 seconds.
  - 3. Current Data: Any data used or displayed at a controller or local workstation shall be current within the previous 6 seconds.
  - 4. Alarm Response: Maximum time between an alarm event at it being annunciated shall be 45 seconds.
  - 5. Program Execution Frequency: Applications shall be capable of running as often as every 5 seconds; select execution times that are consistent

with the process under control and provide optimum comfort and control of setpoints without excess deviation. Controllers shall be able to execute PI and PID control loops at a selectable frequency of at least once per second; with the process value and algorithm output updated at this same frequency.

6. Reporting Accuracy: Control system reporting end-to-end accuracy shall be no less than the following:
  - a. Space, Duct, Water Temperatures: Plus/minus 1 deg F.
  - b. Outside Air Temperatures: Plus/minus 2 deg F.
  - c. Air Pressure in Spaces: Plus/minus 0.01-inches wg.
  - d. Air Pressure in Ducts: Plus/minus 0.1-inches wg.
7. Stability: System shall provide stable and accurate control operation without excessive variation of controlled variables; variation shall in no case be more than 1.5 the reporting accuracy for temperatures, and the same as the reporting accuracy for other variables. System shall operate without invalid alarms or with excessive alarms.

## **2.03 SYSTEM FEATURES**

- A. General: System features shall be same as the existing system. Controllers, operator workstation, control components, and accessories shall all be combined to form a complete system providing the sequences of operation/functions specified and having the features specified. System shall monitor and control all functions relating to building environment, utilities, energy usage, and mechanical systems operation. The point monitoring and controlling functions to be performed by the system shall include but not limited to the following capabilities:
  1. Digital inputs (e.g. a contact closure of a control device).
  2. Analog inputs (varying electrical signal from a control device to a controller).
  3. Digital output (e.g. a contact closure by a controller).
  4. Analog outputs (varying electrical signal from a controller to a control device).
  5. PWM (pulse width modulation) with feedback position indication.
- B. Controllers: The system controllers shall directly control all fans, HVAC equipment, dampers, coils, system equipment, and similar devices. All control software shall be implemented in the controllers.

- C. Setpoints: Zone temperature setpoints, equipment setpoints, pressure setpoints and all other controlled parameters shall be able to be set by an operator (except where indicated otherwise). System shall have global command ability to override all settings of the same type to the same value. All setpoints shall be operator adjustable (via common English language commands).
- D. Time Control: System shall have capability for each equipment to have its own independent time schedule; including occupied/unoccupied modes and optimum start cycles. In addition, system shall have capability for each equipment that could be operated on a seasonal basis (e.g. boiler in heating season, chiller in cooling season, associated pumps, de-stratification fans, baseboard heaters, AC units, etc. ) to have independent time of year seasonal schedules.
- E. Time Schedule Override: Bypass devices shall send signal to control system indicating requirement for time schedule override operation. The operator shall program the time of override operation at the keyboard from 1 to 15 hours; set initially for 2 hours. Override time remaining to be displayed as part of system graphics; and operator shall be able to alter override time or turn area back to automatic.
- F. Warm-up Mode: Control System shall have warm-up mode prior to occupied mode on heating to pre-warm building prior to occupancy. Time of beginning warm-up cycle shall be determined by an optimum start/stop program.
- G. Optimum Start/Stop: Control System shall have optimum start/stop program to reduce run time of HVAC equipment. Optimum start/stop program shall consider building mass, building temperatures, outdoor air temperatures, and other system factors in determining time of system start-up or shut-down. Program shall record previous warm-up times versus actual warm-up times and shall adjust the program algorithm so that program calculated warm-up time corresponds to actual.
- H. System Graphics:
  - 1. Graphics: Provide complete system color graphics with displays of all controlled systems. Graphics shall allow operator capability of constructing additional floor plan drawings, mechanical equipment diagrams, piping diagrams, and similar systems drawings at will, while system is on line. Graphics to be color dynamic, displaying current monitored system values. Graphics shall be menu driven from keyboard keys and from mouse. System shall use English language and acronyms selected to allow operators to use the system without extensive training or without programming backgrounds. Software shall use command strings in a request-response sequence in which the machine prompts the operator for all required information; operator response required shall be the appropriate parameter input data. Software shall contain edit functions and escape modes to eliminate continuous logic loops requiring system reboot to escape. Coordinate with Owners staff to develop all operational data to satisfaction of Owner.

2. Building Plans: Graphics shall include building plans showing locations of all controlled or monitored equipment, areas served, thermostat locations, and significant major control device locations (e.g. CO2 sensors, outside air sensors, etc.).
3. Equipment Summary: Display shall include a summary display of all system measured variables (i.e. all control devices) for equipment, and include (but not be limited to):
  - a. Summary status of all controlled or monitored equipment.
  - b. Equipment ID number and zone (or area) served.
  - c. Zone temperature.
  - d. Zone heating and cooling setpoints (adjustable).
  - e. Zone mode (heating, cooling, float).
  - f. Discharge temperature of HVAC units.
  - g. Fan status and commanded value.
  - h. Outside air damper position (percentage open).
  - i. Alarm status of equipment (contrasting colors).
  - j. Economizer disable setpoint (adjustable).
  - k. All safety control devices.
4. Detailed status of mechanical equipment:
  - a. Equipment identification, location, area served, and description of unit and system.
  - b. Provide all information required to be sent to GUI for each equipment and any other control loop data indicative of unit operation.
  - c. Schematic of system with appropriate temperatures, flows, etc. interposed on schematic. Provide schematic for each hydronic system, fan system, steam system, domestic HW, and other systems where extensive measurements are made.
  - d. Alarm conditions as listed for each equipment under Sequence of Operation portion of specifications. Alarm condition shall be indicated in a contrasting color from normal operation.
  - e. Unit Run Times:

- 1) Annual run time.
  - 2) Total life run time.
  - 3) Number of starts/stops.
  - 4) Run time shall be reset by operator (provide operator confirmation that change is desired before making change).
- f. Unit and zone time schedules.
5. Time schedules (daily and annual).
  6. Operational Alarms.
  7. Time and date of last update of listed information.
  8. Record of daily outside air temperatures.
  9. Record of annual daily building temperatures (selectable from any zone or combination of zones).
  10. Trend Logs.
  11. Run times of all equipment in one display.
  12. All measured control signals (i.e. all points) transmitted to system controllers shall be available for display. Provide organized format and menu for ease of operator display of this information.
  13. Building Floor plans indicating location of each thermostat and temperature of space served by that thermostat.
  14. Summary of all space temperatures on a single graphic display.
  15. AHU Summary: Provide screens with summary listing of all AHU's. List to include unit no., area served (room no. and name), space temp, SA temp, OA damper position, alarm indication, and 2 other variables as selected by Owner.
- I. Provide adjustable date and time stamp on main graphics page.
- J. Provide link on main graphics page navigating to pdf files (or equivalent) files showing sequences of operation and as-built drawings.

## **2.04 CONTROLLERS**

- A. General: Shall be manufacturer's standard controllers used for commercial DDC systems compatible with the existing system.

- B. Network Area Controller (NAC): Shall be modular, multi-tasking, microprocessor based direct digital controller, capable of forming a complete interconnected/communications. Shall provide the interface between the LAN and the field control devices, and provide global supervisory control functions over the control devices connected to the NAC. It shall be capable of executing application control programs to provide:
1. Calendar functions.
  2. Scheduling.
  3. Trending.
  4. Alarm monitoring and routing.
  5. Time synchronization.
  6. Network management functions for control devices.
  7. The NAC must provide all hardware features and accessories as necessary, including ethernet port and battery backup, to provide a complete and operational control system.
  8. Provide with flash memory for long term data backup (if battery backup or flash memory is not supplied, the controller must contain a hard disk with at least 1 gigabyte storage capacity).
  9. The NAC shall support a standard Web browser access via the Intranet/Internet and provide multiple user access.
  10. Controller mounted display with LCD screen with user friendly menu for system access.
- C. Terminal Unit Controllers (TUC's): Controller specifically designed for control of individual air handling units, fans, VAV terminal units, and similar type units; controllers shall be microprocessor based and shall contain a non-volatile resident program to allow for proper sequencing of controlled equipment. TUC shall interface to the building control system a multi-drop communications network. Each terminal controller shall be accessible for purposes of control and monitoring from a central or remote operator's terminal as specified herein.
- D. Duct Temperature Sensor: Shall be solid state electronic type, employing a resistance type output. Factory calibrated accuracy of plus/minus 0.5 deg F with a temperature range shall be -40 to 160 deg F. The sensor shall include a utility box and gasket to prevent air leakage and vibration noise. For all mixed air and preheat air applications, install bendable averaging duct sensors with a minimum 5 foot long sensor element installed so as to sense a representative sample of the medium being controlled.

## **2.05 ACTUATORS**

- A. General: Actuators shall use a brushless DC motor controlled by a microprocessor with protection from overload at all angles of rotation. Run time shall be constant, independent of torque. Actuator shall have manual positioning mechanism and direction of rotation control switch and visual position indicator. Housing shall be NEMA rated to suit the conditions at the actuator location.
- B. Type: Proportional or two position or floating point type, as required for application. Proportional type shall modulate in response to a 2-10 VDC, or 4 to 20mA control input. Provide with auxiliary switches as required for sequence of operation and to allow for safe operation of items served (and interlocked items), switches shall meet requirements for "double insulation" so an electrical ground is not required.
- C. Automatic Closure: Actuator shall spring return upon power interruption, spring return position shall be fail-safe as dictated by freeze, fire or temperature protection requirements; except that actuators required to be the fast operating type may utilize a capacitor discharge for fail-safe closure in lieu of spring (subject to Engineer's approval). Spring return is not required for air terminal units or zone damper.
- D. Performance: Actuator power and torque shall be sufficient to match dampers or valves being controlled and allow proper damper and valve operation against system pressures liable to be encountered. Actuator shall be capable of driving control devices from full closed to full open in less than 90 seconds (unless indicated otherwise) and where fast operating type are required (i.e. where interlocked with equipment operation). Where actuators serve valves or dampers directly serving equipment (e.g. boiler water flow control valves) or are interlocked with equipment operation (e.g. make-up air equipment dampers) verify required operating time of actuator with equipment manufacturers and timing of other system components to allow for proper system operation without nuisance shutdowns of equipment or creating undesirable effects due to improper actuator response time.
- E. Accessories: Units shall be complete with all brackets, and hardware required for mounting and to allow for the proper control for the application of the regulated damper.

## **2.06 ACCESSORIES**

- A. Wiring and Conduit:
  - 1. Basic Materials: As specified in Division 26.
  - 2. Power Wiring: 18 AWG minimum and rated for 300 VAC service. Wiring for circuits greater than 24 V shall be as specified in Division 26.
  - 3. Analog Signal Wiring: Field-installed analog signal wiring shall be 18 AWG single or multiple twisted pair. Each cable shall be 100 percent shielded and have a 20 AWG drain wire. Each wire shall have insulation



rated for 300 VAC service. Cables shall have an overall aluminum-polyester or tinned-copper cable-shield tape.

4. Life Safety Applications: Wiring that performs code required life safety control (e.g. shutdown of equipment), control of engineered smoke systems, fire alarm interface and similar functions shall comply with code and NFPA standards for fire alarm system wiring and the specific application.

B. Labels:

1. General: Shall comply with Section 20 0500.
2. Control Devices: Labels on control devices shall use the same designation that appears on the control shop drawings and an indication as to purpose; except that devices in finished rooms shall be labeled as to the generic item controlled for better user understanding (i.e. 'Room Exhaust Fan', 'Hood Fan').
3. Wiring: Wiring labels shall be the self-laminating or heat shrink type with numbering, lettering, or an alpha-numeric identifier indicating the wire signal/power purpose and matching the designation that is used on the control drawings

- C. Control Cabinets: Wall mounted, NEMA rated construction, type and rating to suit location environment, UL listed, minimum 14 gauge sheet metal, hinged front door with latch. Size as required to house controls. Controls/devices shall be logically assembled in cabinet, with all devices and cabinet labeled.

- D. Relays/Contactors: Shall be the single coil electrically operated, mechanically held type. Positive locking shall be obtained without the use of hooks, latches, or semi-permanent magnets. Contacts shall be doubled break silver to silver type protected by arching contact where necessary. Number of contacts and rating shall be selected for the application intended. Operating and release times shall be 100 milliseconds or less. Contactors shall be equipped with coil transient suppression devices to limit transients to 150% of rated coil voltage. Relays shall have mechanical switching to allow manual operation of relay and LED light to indicate the energized state.

- E. Miscellaneous Sensors/Transmitters/Switches/Transformers: Shall be manufacturer's standard, designed for application in commercial building HVAC control systems, compatible with other components so as to provide sequence of operation specified.

## **2.07 SWITCHES**

- A. Current Monitoring Switches: Electric current sensing device with integral switching contacts. Device shall sense current (amperage) through the conductor the device is applied to and activate switch action (to make and break contacts) once current reaches a preset value. Device shall be able to be

clamped around conductor, and be removable. Switch rating, size, switching current, and type selected by Contractor to suit application and provide the required function. Provide type specifically rated for the motor and load type being applied to.

- B. Air Flow Switches: General Purpose utilizing differential air pressure, SPDT snap-acting contacts, adjustable 0.1in. W.C. to 2.0 in. (minimum), neoprene diaphragm, all aluminum construction.
- C. Wall On/Off Switch: Standard wall box type switch, single or double pole, and contact type as required to suit application; with illuminated switch for when controlled item is on; volt/ampere ratings to suit application. Provide with stainless steel wall plate; label as to function.

## **2.08 PRESSURE AND VELOCITY SENSOR/TRANSMITTERS**

- A. Air Velocity Transmitter: Shall be a duct mounted instrument that measures the difference between total pressure and static pressure to get velocity pressure. Measurement shall be by a pitot tube located in the moving air stream or by a duct mounted air flow measuring station. The transmitter shall be an industrial quality device that produces a linear output directly proportional to the input utilizing an integral square root extractor. The air velocity span shall be a segment of the range between 200 and 5000 feet per minute.
- B. Air Pressure Transmitter: Shall universally measure very low static or differential pressure using a variable capacitance technique. Static pressure shall measure in ranges from 0 to 10 inches water column. Differential air pressure shall have a range of 0 to +/-0.5 inches. Transmitter accuracy, including non-linearity, hysteresis and non-repeatability shall be within 1% of full scale. Provide zero and span adjustments for a proportional output of 4-20ma.
- C. Air Differential Pressure Sensor: Electronic transducer, incorporating linear variable differential transformer type sensing element with two-wire 0-10 VDC transmitter. Accuracy shall be +/- 2% of full scale. Submit chosen spans for review.

## **2.09 CONTROL DAMPERS**

- A. Type: Low leakage control dampers, parallel blade or opposed blade type as selected by Division 25 contractor to best suit application (unless a specific type is indicated).
- B. Leakage: Class 1A leakage rated in accordance with AMCA 500-D.
- C. Construction: Construct of galvanized steel, except where installed in ducts of stainless steel or aluminum construction or handling corrosive air, shall be of stainless steel or aluminum construction (to match duct material) or have corrosion resistant coating. All materials in contact with the airstream shall be suitable for the conditions without deterioration. Frame shall be minimum 16 gauge with reinforced corners.

- D. Blades: One-piece airfoil shape, not exceeding 6 inches in width, minimum 16 gauge, with neoprene, extruded vinyl or butyl rubber edge seals and flexible metal jamb seals; linkage interconnecting all blades and actuator axle.
- E. Bearings: Nylon, molded synthetic, or oil impregnated sintered metal bearings (or other materials as conditions require).

## **2.10 VARIABLE FREQUENCY DRIVES**

- A. Type: Adjustable frequency and voltage variable speed controller, pulse width modulated type.
- B. Controller: Shall be housed in a NEMA 1 (or better) enclosure, and shall provide 6 to 60 Hz adjustable torque output. Standard Features:
  - 1. Start-stop speed selection.
  - 2. Manual speed potentiometer.
  - 3. Input fuses.
  - 4. Insensitive to incoming power phase sequence.
  - 5. Adjustable volts/Hertz.
  - 6. Output frequency stabilized to + 0.5% of set speed for +10% to -5% change in line voltage of 15 degrees C change in ambient temperature.
  - 7. Three-phase output voltage regulated to + 1% of rated voltage with +10% to -5% variations in plant power.
  - 8. Standard off-the-shelf, NEMA B and synchronous motors (3600, 1800, 1200 rpm) usable without derating controller.
  - 9. Automatic shutoff under output short circuit conditions or when load current exceeds 150% of maximum output amps (RMS).
  - 10. Input fuses.
  - 11. Line transient protection to prevent power line transients from harming the controller.
  - 12. Relay contact to provide external signal for alarm and run condition.\*
  - 13. Monitor lamps (or LCD display) indicating: power on, zero speed, enabled, unit failure (with type indicated).
  - 14. Hand-Off-Auto switch.
  - 15. Auto restart after power outage.

16. Isolated Process control Follower - accepts 0 to 5 mA, 1 to 5 mA, 4 to 20 mA, 10 to 50 mA, 0 to 10 V D-C or 25 to 250 V D-C signal.
  17. Input Disconnect (meeting NEC requirements for unit power disconnect).
  18. Output Contactor - for positive motor disconnect.
  19. Output Overloads - using individual phase bimetallic thermal sensors.
  20. Ammeter - ampere scale depending upon drive rating.\*
  21. Voltmeter -0 to 500 volt (460 volt drives); 0 to 750 volts (575 volt drives).\*
  22. Frequency Meter - 0 to 120 Hz scale.
  23. Manual Bypass - To switch the motor to or from the controller to the line.\*
- \* Not required on units serving fans under 2 hp.

- C. VFD shall be for use with specified equipment. Unit shall accept appropriate control signal and provide for variable speed operation of unit served.
- D. System shall be fully compatible with motors furnished, and shall be free of audible noise exceeding an NC of 45 in any octave band.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General: Provide all computer software and hardware, operator input/output devices, sensors, relays, switches, dampers, actuators, conduit, tubing, wiring, motor starters, transformers, control cabinets, power panel circuit breakers, system design, and all other components required to provide a complete control system with the system features and sequence of operation specified. Select control components with proper characteristics to suit the application, meet specified system performance, provide specified system features, and provide the specified sequence of operation.
- B. Room Sensors: Room sensors (i.e. thermostats) shall be mounted at 48" above finished floor, unless indicated otherwise. Thermostats shall control the equipment which affects the temperature serving the space the thermostat is located in, unless indicated otherwise. Not all room sensors are shown on the drawings and those shown are preliminary only. Contractor shall indicate all final room sensor locations on submittal drawings. Contractor is responsible for coordinating locations to avoid chalkboards, tack boards and other interferences.
- C. Electrical Power and Wiring:
  1. General: All work shall comply with code and Division 26 requirements. Run conduit and wiring in neat lines, parallel with building construction

and coordinated with other trades. Use wire type and size as required by code and recommended by component manufacturers and to suit the application conditions.

2. Conduit: All wiring shall be installed in conduit and in accordance with Division 26 section of these specifications, except that low voltage wiring within ceiling plenum spaces and in mechanical mezzanine areas may be ran without conduit provided that plenum rated cable is used. Install all conduit and wiring parallel to building lines.
  3. Electrical Power:
    - a. Scope: It is the responsibility of the Division 25 Contractor to provide power for all control devices requiring electrical power. Coordinate with the Division 26 Contractor to confirm which panels and circuits are to be utilized. Provide all electrical wiring, conduit, junction boxes, circuit breakers, grounding, panel circuit breakers (of proper size/type), transformers, enclosures and all other components as needed to power all control devices.in accordance with code and Division 26 requirements.
    - b. Sources: Power for control devices shall be obtained from electrical panels and not from power serving the equipment (unless noted otherwise or the Engineer gives approval). Utilize panels located closest to the items served to the greatest extent possible. Where the building has a generator, equipment served by the generator shall also have their control power (i.e. power to control devices which allow the item to be controlled and monitored) shall also be served by the generator (this is in addition to any required UPS').
    - c. Uninterruptible Power Supplies (UPS'): All system JACE's, network area controllers, designated system work stations and similar high level integration components or user interface components shall obtain their power from UPS'. UPS shall be furnished by Division 25 (unless indicated otherwise).
  4. Service Loop: Provide minimum of 6" extra wiring at all wiring terminations for ease of future maintenance/servicing. Such extra wiring shall be neatly coiled/bundled to allow for uncoiling when the connected equipment is serviced.
- D. Labeling: All control components, except regular room thermostats, shall be labeled. All control wiring shall be labeled except where color coded wiring is used and the control shop drawings clearly identifier wiring for each color and it is fully consistent through-out the entire project. Submit list of proposed labeling prior to installing.
- E. Complete Functions: Provide complete system totally programmed to provide all specified functions, including but not limited to:

1. Time and Holiday Schedules.
  2. Alarm Limits.
  3. Optimum Start of Each Zone.
  4. Dynamic Graphic of Each Distinct Floor Area; include graphic key to allow changes in graphic display.
  5. Dynamic Graphic of Each Mechanical System; include graphic key to allow changes in graphic display.
  6. Summary of All Zone Temperatures.
  7. Summary of Data for Each Zone.
  8. All Displays Specified in Sequence of Operation.
  9. Master Menu and Graphics as requested by the Owner.
  10. All Controller Setpoints and Operational Values Required.
  11. Demand Limiting.
  12. Optimum Start/Stop and Warm-up.
- F. On/Off Status Indication: All devices which indicate on/off status to GUI, shall have this on/off status manually or automatically controlled from GUI, and shall have positive proof of on or off by differential pressure switch or other applicable device.
- G. Time Clock Bypass Switch: Provide integral with each room sensor. Provide additional ones as indicated on the plans and where room sensor is not accessible. Bypass switch shall serve unit that supplies space in which bypass switch is located.
- H. OA Sensors: Use existing.
- I. TUC: To simplify controls and mechanical service and trouble-shooting, the TUC shall be mounted inside a waterproof cabinet on the side of rooftop units. This shall allow all controls maintenance and trouble-shooting to be made while at the unit location.
- J. Programming: Provide complete system totally programmed to provide all specified sequences, monitoring data, communications and features.

### **3.02 MONITORING DATA**

- A. General: Monitoring information shall be provided at graphic user interface. Provide all necessary controls/devices to provide the data indicated. Monitoring

data listed is not a "points list" but is a list of items that shall be monitored and is in addition to data (or "points") required by the sequence of operation and other specification requirements. A complete "points list" shall be compiled by the Division 25 Contractor based on all system requirements and sequence.

B. Exhaust Fans:

1. Fan on/off status.
2. Fan commanded status (on/off).
3. Fan failure alarm; (i.e. not "proven" on when commanded on).

C. HVAC Units (all units with fans and ability to heat or cool environmental air):

1. Zone temperature.
2. Zone temperature setpoint.
3. Unit commanded mode (heating/cooling).
4. Supply air temperature off unit.
5. Mixed air temperature at unit.
6. Percent commanded heating or cooling.
7. Override status.
8. Outside air and return damper positions (% commanded open).
9. Fan on/off.
10. Fan commanded position (on/off).
11. Alarm/trouble conditions, shall include as a minimum: freezestat alarm; fan not "proven" on when should be on; heat failure alarm - SA temp not warmer than ma and unit is in heating; cooling failure alarm - SA not cooler than ma and unit is in cooling; "false" cooling or heating call - i.e. Unit calls for heating when OA temperature is above 70 deg F, unit calls for cooling and OA temperature is below 30 deg F).
12. VFD commanded percentage (for units with VFD's).

### 3.03 START-UP

- A. Calibration and Commissioning: As each part of the systems become operational, this Contractor shall calibrate all sensing and readout devices and shall test and observe the operation of each and every air moving and/or heating unit and shall adjust all controls so that the items function according to the intent

of the specifications. The control contractor shall commission all controls prior to the work of Section 20 0800 being done. This commissioning work shall include a point-to-point check of all devices, check of sequences, check of proper wiring, and documentation substantiating the work.

- B. Report/Statement: After making all necessary system testing and adjusting, the Contractor shall submit a report to the Engineer indicating all testing/adjustment work done and comment on how system is operating. Such report shall be signed by the individual directly responsible for supervision of the installation of the control system. When the Contractor feels that the system is complete and ready for review by the Engineer, Contractor shall submit a written statement (signed by same individuals as for report) stating that the system is in compliance with the project requirements and ready for review.
- C. Owner Instruction: See Section 20 0500.
- D. Start-up Trend Logs: The Contractor shall submit to and review with the Engineer daily for a period of four weeks after substantial completion a hard copy log of the following:
  - 1. Five Owner selected room temperature values at 15 minute intervals.
  - 2. Outside air temperature values at 15 minute intervals.
- E. Warranty Trend Logs: Two months after Owner acceptance of the work, the Contractor shall submit to and review with the Engineer a single tabulated 30 day hard copy printout of the systems historical data containing the following information:
  - 1. Date.
  - 2. Hour by hour zone temperature, for five Owner selected rooms.
  - 3. Hour by hour OA temperature.
- F. Documentation: Contractor shall provide a hard copy documentation of the software application program for each digital controller (TUC, NAC). Documentation provided shall include block software flow chart showing the interconnection between each of the control algorithms and sequences for systems utilizing program listings. A program listing shall be printed onto the same blueprint, along with the program flow chart, and description of the sequence of operation. A hard copy of this document shall be stored and maintained in each stand-alone digital controller panel. System acceptance shall not be completed until this documentation is provided and located in each panel.

### **3.04 COMMISSIONING**

- A. The Products referenced in this section are to be commissioned per Division 1 and Section 20 0800. The Contractor has specific responsibilities for scheduling, coordination, startup, test, development, testing and documentation. At a



minimum, the Contractor shall provide a documented and signed record to verify that all equipment and systems installed under this contract have been inspected and functionally tested to verify full compliance with the contract specifications. In many cases, this shall require the Contractor to create or otherwise provide procedures and checklists for approval by the Commissioning Agent prior to the start of functional testing. Coordinate all commissioning activities with the Commissioning Agent.

## **END OF SECTION**

## **SECTION 25 9000**

### **INTEGRATED AUTOMATION CONTROL SEQUENCE**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to this Section.
- B. Requirements of Section 20 0500 apply to this Section.

##### **1.02 WORK INCLUDED**

- A. Control System Design.
- B. Control System Sequence of Operation.

##### **1.03 SUBMITTALS**

- A. General: Comply with Section 20 0500.
- B. Sequences: Submit complete description of sequence of operation for all systems. Sequence submitted shall not be a direct copy of the sequence specified herein, but shall be written to reflect the actual control sequences provided and to more closely match the actual programming used.
- C. Programming: Submit copy of system programming logic.

##### **1.04 GENERAL REQUIREMENTS**

- A. Modifications: Software, graphics, and sequences shall be revised and updated as necessary to reflect Owner or Engineer desired changes. Contractor to include in bid no less than 16 hours of control technician's/programmer's time to accomplish the required system modifications.
- B. Sequence Terminology: Wherever the control sequences refer to an article, device or piece of equipment in the singular number, such reference shall mean to include as many of such articles, devices, or equipment as are shown on the plans, required for the sequence, or required to complete the installation. Wherever the control sequence refers to an operating stage in the singular number, such reference shall mean to include as many stages as are specified for the equipment and shall mean analog (i.e. proportional) type control where specified for the equipment (reference drawings and equipment specifications).
- C. All DDC Control: All controls and sequences shall be provided by the Division 25 DDC control system, unless specifically noted otherwise. Where interval timer,

switch control, or a similar manual control is indicated, the control device shall provide an input to the DDC system with the DDC system providing an output for control. No line voltage controls or other controls which do not "pass through" the DDC control system are allowed, unless directly stated that is the method of control to be used. Exceptions to DDC Control: emergency shut-down and similar safety devices required (or noted) to be hard wired.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - INSTALLATION**

### **3.01 GENERAL**

#### **A. Complete System:**

1. General: Provide all software, programming, wiring, and control devices as required to allow for automatic control of all mechanical equipment and other systems as indicated; with sequences of operation and features specified; see also Section 25 5000. Provide all control interconnections between indoor and outdoor units, all required control connections between equipment components, and to any other devices needed for proper operation.
2. Various thermostats, motorized dampers, and other devices are not shown on the drawings but are required per the sequence of operation specified. Coordinate with Engineer for location of all such devices prior to installing. Indicate proposed locations on submittals.

#### **B. Sequences:**

1. Additional Sequences: See Section 25 5000 for system requirements that relate to control sequences; see drawings for additional control sequences and requirements.
2. Control Action: Sequences which involve maintaining a setpoint in response to variable conditions shall use proportional-integral (PI) or proportional-integral-derivative (PID) control (unless noted otherwise). Sequences shall comply with the system performance requirements and other requirements of Section 25 5000.
3. Missing Sequences: Where no sequence of operation is indicated submit a proposed sequence to the Engineer for review. Such sequences shall match the intended equipment use, code, and ASHRAE standards for the type of equipment and application. HVAC equipment shall have control of heating/cooling operation by area thermostats and control of unit components (i.e. fans dampers) to allow for distribution of heating/cooling and control of ventilation air; fans and similar on/off items shall have time schedule and thermostat control (unless the application clearly implies a

different method).

C. Settings:

1. Adjustability: All settings, setpoints, and differentials shall be adjustable. All setpoints indicated are initial settings.
2. Confirm Settings: Confirm with Owner all setpoints, all time schedules, and all other adjustable programming parameters before substantial completion.
3. Thermostat Setpoints: Shall be adjustable at operator's workstation, with initial settings as follows unless indicated otherwise:

Occupied Heating	70 degrees F
Unoccupied Heating	65 degrees F
Occupied Cooling	75 degrees F
Unoccupied Cooling	85 degrees F

D. Time Control:

1. Control system shall provide time schedules for occupied/unoccupied mode switching for all items having sequences with occupied/unoccupied modes, and for all items indicated as having time schedule control.
2. Provide independent time schedules for all mechanical equipment, except where equipment is indicated to be interlocked to other equipment.
3. Provide seasonal (i.e. time of year) control for all mechanical equipment.
4. Provide a single Holiday Schedule or Master Holiday schedule for logical equipment groups as directed by the Owner at submittal time and revised by the Owner during the Owner training. At the end of the warranty period readjust the grouping of equipment as directed by the Owner.
5. Provide independent optimum start schedules (i.e. warm-up cycles) for mechanical equipment indicated to have (or required to have) optimum start.

E. Hand-Off-Auto Control: Provide all control devices and connections to allow Hand-Off-Auto (HOA) control of all controlled items; where unit starters or VFD's provide HOA control no additional controls are required, but this Section controls shall be arranged to allow for HOA controls.

F. Variable Speed Operation: On variable speed (including staged) equipment, start equipment low speed (or other appropriate speed as recommended by equipment manufacturer or system requirements) and control speed changes at a rate that is coordinated with other equipment to provide proper system operation without undesirable effects, nuisance trips and system alarms.

G. Alarms: Provide alarms for the following:

1. Status of item does not equal commanded status (where proof of status is monitored, e.g. supply fan not proven on when commanded on).
2. Equipment in alarm (where equipment alarm state is monitored).
3. System response is not consistent with commanded response (e.g. air handling unit SA temperature is not less than MA temperature and unit is commanded to cooling).
4. Freezestat alarm.
5. Safety device alarm (where device is monitored by or connected to the control system).
6. Space temperature in alarm range (10 deg F or more above cooling setpoint; 10 deg F or more below heating setpoint).
7. Sensor failure (out of range).

H. Fire/Smoke Shutdown:

1. Smoke Detector: Provide necessary conduit, wiring, and accessories to shutdown each unit upon activation of that unit's smoke detectors. Connections shall be hardwired; independent of any control system logic, so that failure of control system or loss of control system will in no way prevent the shutdown of each unit. In addition to shutting down the unit with the alarmed smoke detector, all equipment interlocked or served by that unit shall be off. Other units shall also shut-off as required to avoid building pressure differentials and similar undesirable effects.
2. Fire Alarm System: Shut-down all air handling equipment when the building fire alarm system goes into alarm. Contacts in the fire alarm system are available for this purpose. This shut-down may be accomplished by use of control logic and is not required to be hardwired but shall be of a fail-safe nature so as to provide the necessary shut-down in case of control failure and the control components shall be rated for such purposes (as required by the AHJ).

I. Automatic Restart:

1. General: Equipment shall automatically restart after being shut-off by a power outage, fire alarm, smoke detector, or similar alarm (or fault); upon clearing of the alarm (or fault). System shall revert to its normal operation for the conditions at the time of restarting.
2. Controlled Restart: Provide controlled re-start by building wing or building floor and in a manner to prevent pressure differentials, equipment issues, or other undesirable effects. Provide time delay on the re-start of

equipment 2.5 KW and larger to minimize electrical surges.

- J. Interlocks: May be accomplished by software rather than field hard wired relays or other devices, except for: fire alarm shut-down of equipment 2000 cfm and greater, freezestat shutdown, boiler and chiller emergency shut-off switches, where required by manufactures, where required by AHJ, and where noted to be hard-wired.

### **3.02 HEAT PUMPS – SEQUENCE OF OPERATION**

#### **A. General:**

1. Control unit's cooling, heating, and system dampers (economizer), in proper sequence to provide a supply air temperature that will satisfy space conditions.
2. Heating and cooling shall be properly sequenced so that there is no overlap between the use of heating and cooling.
3. Controls shall evaluate the space deviation from setpoint and rate of change of this deviation to determine heating/cooling and economizer operation to satisfy setpoint without excess variation in space temperatures.

#### **B. Occupied Mode:**

1. Fan: Fan shall run continuously.
2. Shall be activated by central time schedule or if any thermostat's override mode is activated.
3. Heating: Heat pump shall operate at initial stage of heating, with supplementary electric heater as final stage. Activate heater when outdoor unit goes into defrost.
4. Cooling: Heat pumps with economizers shall use outside air economizer as the first stage of cooling. Economizer shall be dry bulb or enthalpy type, using OA temperature sensor, Mixed Air (MA) temperature sensor and supply air (SA) temperature control scheme. Economizer shall be enabled only when OA temperature (or enthalpy) is less than the units Return Air (RA) temperature (or enthalpy). The OA/RA dampers shall be modulated as required to satisfy the SA temperature control scheme and shall be limited by a MA sensor low limit setpoint (initial setpoint 54 degrees F). Heat pump shall operate in the cooling mode as the final stage of cooling.
5. OA Dampers: OA dampers shall be in the minimum position when unit is in heating and under economizer control when unit is in cooling. OA damper shall not close below the minimum airflow setting indicated on the plans; coordinate with balancer for minimum setting.

- C. Unoccupied Mode: Unit fan and heating/cooling shall cycle on and off as required to maintain unoccupied setpoints. OA dampers shall be fully closed unless economizer cooling is required.
- D. Warm-up Mode: Unit shall run as in the unoccupied mode (OA fully closed) until the space temperature has warmed up to the occupied mode heating setpoint, then unit shall operate as specified for the occupied mode.
- E. Mode Control: Units' mode of operation shall be determined by time schedule and time schedule override; warm-up mode shall be initiated by optimum start controls.
- F. Bypass Dampers: Unit's total supply airflow shall be measured with bypass damper modulated to bypass supply air back to unit to maintain a constant airflow through unit.

### **3.03 EXHAUST FANS**

- A. General: See "Control" column on Fan Schedule for which of the following control method is required. See notes on plans for control of fans not listed below and other requirements. Where interval timer, switch control, or a similar manual control is indicated, the control device shall provide an input to the DDC system with the DDC system providing an output for control. No line voltage controls or other controls which do not "pass through" the DDC control system are allowed, unless directly stated that is the method of control to be used.
- B. Switch: Fan shall be controlled by on/off wall switch. Fan shall be on when switch is in the on position, and be off otherwise.

### **3.04 HVLS FANS**

- A. General: Fans shall have local on/off/speed control and automatic control, with the EMCS controlling all fan operation. See paragraph 3.01 for other sequence requirements such as Fire Alarm Shutdown.
- B. Occupied Mode:
  - 1. Normal: Fan shall run continuously in low speed unless a Destratification condition or a High Temperature condition occurs; or local control is initiated.
  - 2. Destratification: When ceiling temperature exceeds space temperature by 7 deg F (adjustable) or more, fan operates in high speed to de-stratify air.
  - 3. High Temperature: When space temperature exceeds setpoint by 3 deg F or more fan operates in high speed until space reaches setpoint. Provide minimum 10 minute run time and minimum 5 minute delay between fan starts (or speed changes).

4. Local Control: Room speed control (slide or push-button up/down type) shall provide input to the EMCS for local speed control (when adjusted), shall stop fan operation when set at its lowest position, and shall initiate fan operation upon being adjusted (if fan was off, or vary speed if fan was on). Fan shall remain in EMCS selected speed until speed control is adjusted, and once adjusted shall remain in the local adjusted mode for 4 hours.
- C. Warm-up Mode:
1. Normal: Fans shall be on in high speed, until space has warmed up to occupied mode setpoint.
  2. Local Control: Same as specified for Occupied Mode.
- D. Unoccupied Mode:
1. Normal: Fan shall be off.
  2. Local Control: Same as specified for Occupied Mode.
- E. Fire Alarm: Stop HVLS operation when fire alarm is activated.

**END OF SECTION**



## **SECTION 26 0100**

### **ELECTRICAL GENERAL REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. General requirements specifically applicable to Division 26 in addition to provisions of General Conditions and Division 1.

##### **1.02 SCOPE OF ELECTRICAL WORK**

- A. Provide electrical systems and Work described, identified, specified, referenced, and shown in the Project Documents that are covered under Divisions 26 of the Construction Specifications Institute (CSI) and/or as otherwise regulated by national, state, and local electrical codes. Electrical Work includes providing all equipment, materials, devices, appurtenances, and accessories necessary to provide complete and operating systems according to the intent of Project Documents.
- B. Electrical work is not limited to Division 26 specifications and what is shown on the electrical drawings. The Contractor is responsible to review all Project Documents for additional Electrical Work and requirements and to include this work as part of their scope under the Contract.

##### **1.03 REGULATORY REQUIREMENTS**

- A. Comply with requirements of the following codes as adopted and supplemented by authority having jurisdiction:
  - ANSI/NFPA 70 - National Electric Code (NEC)
  - NFPA 101 - Life Safety Code
  - International Building Code (IBC)
  - International Mechanical Code (IMC)
  - WAC 296-46B - Washington State Electrical Safety Standards, Administration, and Installation
  - Washington State Energy Code (WSEC)
- B. Comply with additional codes and regulations referenced in other sections.
- C. Comply with additional codes and regulations required by authority having jurisdiction.
- D. Obtain and pay for permits, and inspections from authorities having jurisdiction over work included under applicable Division Sections.
- E. Include all testing, shop drawings, and documentation required by the inspection authorities for permitting and final approval.

#### **1.04 SUBMITTALS**

- A. Comply with requirements of Division 1. Unless otherwise specified, furnish product data and shop drawings to Architect/ Engineer as follows:
  - 1. Product information sheets shall be neat, readable, 8.5 x 11 inch, submitted in PDF format. Generic product sheets with multiple products or product descriptions shall clearly highlight or otherwise indicate which product is being furnished.
  - 2. Furnish product submittals with index tabs between categories or in separate submittals that correspond to each section of the specifications. Transmittal shall indicate name of the Project, Owner, Architect, Engineer, Contractor, and Date of Submittal.
  - 3. Furnish system design shop drawings in PDF format. Title block shall include Project, Owner, Contractor, and Date of Submittal.
  - 4. Furnish product data and shop drawings specifically indicating any conflict or deviation from requirements of contract documents.
- B. Confirm dimensions, ratings, and specifications of electrical materials, devices, fixtures, and equipment conform to project requirements prior to furnishing submittals. Coordinate electrical requirements with utilization equipment submitted under other sections and verify that voltage, phase, and rating are compatible with work shown in the electrical
- C. Do not order materials or commence Work until applicable submittal has been reviewed and the Architect/Engineer has approved or taken other appropriate action.

#### **1.05 SUBSTITUTIONS**

- A. Comply with requirements of Division 1. Products specified by naming one or more manufacturers establishes a basis for quality, styling, capacity, and function. Unless otherwise specified, written requests for substitution must be received at least 14 days prior to Bid Opening by Architect/Engineer who will determine acceptability of proposed substitution. Written acceptance must be obtained from Architect/Engineer prior to Bid Opening.
- B. Substitution requests may be submitted for any manufacturer or named product unless specified as "no substitute".
- C. Substitution approval does not relieve the Contractor of complying with the work requirements or the concept and intent of the project documents. Pay for any and all additional project costs that may be caused by Contractor requested substitutions, regardless of whether or not additional costs are overlooked, missed, or unforeseen, and

## **1.06 RECORD DOCUMENTS**

- A. Comply with requirements of Division 1. Maintain at project site one set of clean, dry, and legible red-lined record drawings for submittal at Contract Close-out. Record information concurrently with construction progress.
- B. Indicate electrical changes in the contract documents. Include change orders, revised branch circuit and feeder wiring layouts, revised circuit identification, pull & junction boxes added during construction, and actual dimensioned location and routing of each underground conduit on record drawings.

## **1.07 LABELING**

- A. Where labeling that includes room names and numbers is required for any system to identify devices or for programming purposes, use final room names and numbers determined during construction. Verify room names and numbers with Architect prior to manufacturing labels or programming software.

## **1.08 OPERATION AND MAINTENANCE MANUALS**

- A. Comply with requirements of Division 1. Unless otherwise specified, furnish one labeled CD in PDF format and two duplicate hard copy printed sets of Operation and Maintenance Manuals prior to completion of contract. Submit hard copy manuals in labeled and indexed 3-ring binder(s).
- B. Include the following information as applicable:
  - 1. Names, addresses, and telephone numbers of the contractor, the installing sub-contractor, and the local representative for each system or equipment.
  - 2. All approved product data and shop drawings.
  - 3. Identify all manufacturer warranties which exceed one year.
  - 4. Model number and serial number of each piece of equipment provided.
  - 5. Data from test results performed under the Contract.
- C. Operation and maintenance data shall include complete parts lists, installation and maintenance instructions, safety precautions, operation sequence describing start- up, operation, and shut-down, internal and interconnecting wiring and control diagrams with data to explain detailed operation and control, and testing methods for each system and item of equipment.
- D. Furnish a draft copy of Operations and Maintenance Manual for Architect/Engineer review and incorporate comments prior to final submittal. Allow 14 days for Architect/ Engineer review.

## **1.09 CONFLICTS**

- A. Notify the Architect/Engineer of any conflicts or discrepancies before proceeding with any work or the purchasing of any materials related to the conflict or discrepancy until requesting and obtaining written instructions from the Architect/Engineer on how to proceed. Where conflicts occur, the most expensive and stringent requirement as judged by the Architect/Engineer shall prevail. Any work done after discovery of such discrepancies or conflicts and prior to obtaining the Architect/Engineer's instructions on how to proceed shall be done at the Contractor's expense.

## **1.10 WARRANTY**

- A. In addition to requirements covered under General Conditions or Division 1, include manufacturer product warranties that exceed one year. Assemble or list warranties that exceed one year in Operation and Maintenance Manuals indicating start date. Certificates of extended warranty shall identify the Owner as the beneficiary.
- B. If the Electrical Contractor does not have offices located within 150 miles of the project, provide a service/warranty work agreement with a local electrical subcontractor approved by the Owner. The service/warranty work agreement shall extend for the contract warranty period, and a copy shall be included in the Operation and Maintenance Manuals.

## **1.11 INTENT OF PROJECT DOCUMENTS**

- A. Drawings and specifications are complementary and what is called for in either is binding as if called for in both.
- B. The drawings are diagrammatic and show the general arrangement of the construction and do not attempt to show all features of work, exact construction details, or actual routing of conduit and cable. Provide all necessary supports, off-sets, bends, risers, fittings, boxes, wiring, and accessories which are required for a complete and operating installation. Determine locations for required electrical outlets and connections prior to rough-in base on equipment product and installation submittal data and/or review of equipment on site.
- C. The level of design presented in the documents represents the extent of the design being furnished to the Contractor; any additional design needed to perform the Work shall be provided by the Contractor. All design by the Contractor shall be performed by individuals skilled and experienced in such work, and where required by local code (or elsewhere in the documents) shall be performed by engineers licensed in the State where the project is located. Include in bid the costs of all such project design; including engineering, drafting, coordination, and all related activities and work. Contractor provided design services shall be included for but not limited to bidder design specifications, temporary electrical systems, layout routing to install the Work and share project space with other building systems, hanger and support systems, seismic bracing, preparation of shop drawings, locating and identifying requirements for

equipment and fixture terminations, and methods/means of accomplishing the work.

#### **1.12 COORDINATION**

- A. Examine architectural, civil, structural, and mechanical drawings and specifications and consult with other trades, as required to coordinate use of Project space and sequence of installation.
- B. Arrange wiring and equipment to avoid interference with other work and to maximize accessibility for maintenance and repairs.
- C. Coordinate with suppliers and installers to obtain product electrical data, shop drawings, and installation requirements for systems, equipment, and products furnished by Owner and/or other trades as required perform electrical work.
- D. Contractor is responsible ensure that equipment, fixtures, and devices being furnished and installed shall fit the space available, taking into account connections, service access, and clearances required by product manufacturer and/or Code. Contractor shall make the necessary field measurements to ascertain the space requirements for proper installation, and shall furnish and/or install equipment so that final installation meets the intent of the Project Documents. If approval is received by Addendum or Change Order to use other than the originally specified items, Contractor shall be responsible for specified capacities and for ensuring that items to be furnished will fit the space available.
- E. Contractor is responsible to review all the Project Documents and approved shop drawings provide under other divisions to identify and resolve conflicts between electrical systems and building construction, equipment, cabinets, counters, trim, and special finishes, prior to rough-in.
- F. Facilitate coordination between low voltage system sub-contractors during construction. Include time for a minimum of one meeting with all sub-contractors prior to building rough-in to review requirements for each system per Section 26 0530. Include a second meeting with all sub-contractors to review requirements for all systems utilizing IP structured cabling prior to cover.

#### **1.13 REQUIREMENTS FOR EQUIPMENT FURNISHED UNDER OTHER SECTIONS OR BY OWNER**

- A. Provide power wiring, disconnect switches, electrical connection of equipment, installation of furnished electrical controllers, parts, and accessories, and field wiring for systems, equipment, and products furnished under other divisions or by Owner. Install controllers, operator stations, and control devices such as limit and temperature switches furnished with equipment.
- B. Review equipment submittals prior to electrical rough-in and installation. Verify location, rating, size, type of connections, and required space requirements. Coordinate field wiring requirements and details with supplier and installer. Notify Architect/Engineer of conflicts between requirements for actual equipment

being furnished and equipment indicated in contract documents prior to commencing Work.

- C. Provide motor controllers and operator stations unless otherwise indicated on the project drawings.
- D. Make final connections to equipment. Provide cord and plug where required for plug-in connection.
- E. Integrated automation systems covered under Division 25 are not included as part of electrical work.

#### **1.14 DEFINITIONS**

- A. Electrical terms used in these specifications are as defined in NEC Art. 100 unless otherwise noted.
- B. Abbreviations: Where not defined elsewhere in the Contract Documents, shall be as defined in RS Means Illustrated Construction Dictionary.
- C. Accessible Ceiling: Signifies access that requires the removal of an access panel or similar removable obstruction.
- D. As Required: As necessary to form a safe, neat, and complete working installation (or product), fulfilling all the requirements of the specifications and drawings and in compliance with all codes.
- E. Concealed: Hidden from view as in walls, trenches, chases, furred spaces, crawl spaces, unfinished attics, and above suspended ceilings.
- F. Conduit: Includes conduit and tubing raceways.
- G. Coordinate: Accomplish the work with all others that are involved in the work by directly discussing the work with them, arranging and participating in special meetings with them to discuss and plan the work being done by each, obtaining and completing any necessary forms and documentation required for the work to proceed, reaching agreement on how parts of the work performed by each trade will be installed relative to each other both in physical location and in time sequence, exchanging all necessary information so as to allow the work to be accomplished with a united effort in accordance with the project requirements.
- H. Equipment Connection: Make branch circuit connection, mount and connect control devices as required. Provide disconnect and overcurrent protection when required by NEC and IMC, if not otherwise indicated or furnished with equipment.
- I. Exposed: Exposed to view in any room, hallway, passageway or outdoors.
- J. Finished Areas or Spaces: Areas and/or spaces receiving a finish coat of paint on one or more wall surface.

- K. Furnish: Obtain and/or prepare and deliver to the project.
- L. Indicated: Shown, scheduled, noted, or otherwise called out on the drawings.
- M. Install: Enter permanently into the project complete and ready for service.
- N. Open Cable or Wiring: Conductors above grade not installed in conduit or raceway.
- O. Panel: Distribution panelboard, lighting and appliance panelboard, load center, and/or low voltage cabinet.
- P. Provide: Furnish and install complete and ready for service.
- Q. Wiring: Conductors in raceway or an approved cable assembly.
- R. Verify: Obtain, by a means independent of the project Architect/Engineer and Owner, the information noted and the information needed to properly perform the work.

#### **1.15 SCHEDULE OF VALUES**

- A. Provide Schedule of Values for use by Architect/Engineer to evaluate progress payment requests during construction.
- B. Submit Schedule of Values using the line items included at the end of this Section.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS, EQUIPMENT**

- A. General: Furnish only products that are new and free from defects with a manufacture date that is less than six months from date of installation. Where product and applicable software updates or upgrades are available from the manufacturer, furnish the latest version unless otherwise specified. Furnishing discontinued products and/or products of manufacturers who are no longer in business is not permitted.
- B. Listing and Labeling: Furnish and install only products that are listed and labeled by one or more of the following testing laboratories as approved by the Authority Having Jurisdiction:
  - Underwriter's Laboratories, Inc. (UL)
  - ETL Testing Laboratories, Inc. (ETL)
  - Factory Mutual (FM)
- C. Each specified product and system to be furnished shall be from a single approved manufacturer. Providing multiple product brands or manufacturers for each type or category, or for multiple units of the same specified product and/or

system, is not permitted.

- D. Products shall be delivered, handled, and stored per manufacturer recommendations. Protect fixtures, materials, and equipment from rain, water, dust, dirt, snow, and damage. Do not install products that have marred, scratched, deformed, or otherwise damaged. Do not install products that have been wet or exposed to the weather prior to assembly and/or installation.

## **PART 3 - EXECUTION**

### **3.01 WORKMANSHIP**

- A. Electrical work shall conform to requirements of ANSI/NECA 1-2015, Standard Practice of Good Workmanship in Electrical Construction.

### **3.02 INSTALLATION**

- A. Provide all electrical work as specified and shown in the Project Documents. Provide all labor, equipment, material, accessories, and testing for electrical systems complete and operating. Include all scaffolding, rigging, hoisting, and services necessary for delivery and installation of materials and equipment.
- B. Include all required software applications, licensing and associated system programming for electronic products. Provide all software to owner for onsite programming and interfacing
- C. Provide as part of the Electrical Work all hangers, brackets, supports, framing, backing, accessories, incidentals, not specifically identified the project documents, but required to complete the system(s) in a safe and satisfactory working condition.
- D. Quantity of materials and layout of the Work shall be provided based on field measurement of the actual project conditions and shall not be based on plan dimensions.
- E. Provide all testing and documentation of electrical systems as required to demonstrate compliance with the Project Documents.
- F. Provide testing, documentation, and filing required to comply with commissioning requirements of Section C408 of the Energy Code. Include documentation in Operation and Maintenance Manuals.

### **3.03 CUTTING AND PATCHING**

- A. Provide cutting and patching to complete electrical work and to provide openings in elements of Work for electrical penetrations. Comply with requirements of Division 1.
- B. Locate and execute cuts so as not to damage other work or weaken structural components. Core drill or saw cut rigid materials.



- C. Patch to restore to original condition. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

Division 26 Schedule of Values

Division 26 Mobilization and Temporary Facilities

Utility Company Charges

Electrical Demolition

Electrical Site Work

Lighting Systems Rough-in (Conduit, Handholes, Wire, Pole Bases - Material & Labor)

Lighting Fixtures & Poles (Material & Labor)

Power & Signal Rough-in (Conduit, Vaults, Wire - Material & Labor)

Transformers, Switchgear (Material & Labor)

Lighting Systems

Fixtures & Lamps Material

Fixtures & Lamps Labor

Branch Circuit Rough-in (Conduit and Wire - Material & Labor)

Devices and Trim (Material & Labor)

Performance Lighting System (Material & Labor)

Power Systems

Distribution Equipment Material (Switchgear, Panels, Transformers, Starters, TVSS, Disconnects)

Distribution Equipment Labor

Feeder Rough-in (Distribution Conduit and Wire - Material & Labor)

Branch Circuit Rough-in (Conduit and Wire for Devices - Material & Labor)

Devices and Trim (Material & Labor)

Equipment Circuit Rough-in (Conduit and Wire for Scheduled Equipment - Material & Labor)

Equipment Connections (Material & Labor)

Generator Package (Generator, Transfer Switch, Start-up - Material & Labor)

Electric Space Heating

Heating Equipment Materials

Heating Equipment Labor

Heating Circuit Rough-in (Conduit & Wire - Material & Labor)

Signal Systems

Fire Alarm Rough-in (Conduit and Wire - Material & Labor)

Fire Alarm Trim (Equipment, Devices, Testing - Material & Labor)

Clock/Intercom Rough-in (Conduit & Wire - Material & Labor)

Clock/Intercom Trim (Equipment, Devices, Testing - Material & Labor)

Telecommunications Pathway (Material & Labor)

Telecommunications Premises Wiring (Material & Labor)

Telephone System (Switch & Handsets - Material & Labor)

TV System Rough-in (Conduit & Cabling - Material & Labor)

TV System Trim (Equipment, Devices, Testing - Material & Labor)

Public Address Rough-in (Conduit & Wire - Material & Labor)

Public Address Trim (Equipment, Devices, Testing - Material & Labor)

Intrusion Alarm Rough-in (Conduit & Cabling - Material & Labor)

Intrusion Alarm Trim (Equipment, Devices, Testing - Material & Labor)

Classroom Assisted Hearing System (Material & Labor)

Electrical Closeout (Punchlists, O&M Manuals, Record Drawings, Training)

**END OF SECTION**

## **SECTION 26 0400**

### **EXISTING SYSTEMS WORK FOR ELECTRICAL**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Demolition of systems applicable to Division 26.
- B. Requirements for remodeling applicable to Division 26.

##### **1.02 EXISTING CONDITIONS**

- A. The drawings show portions of existing electrical systems which are to remain, be removed, or be modified under the Contract. Concealed features of existing systems are based on field observation. No guarantee is made as to their correctness.
- B. Contractors shall visit the project site prior to bidding and become familiar with the existing conditions and all other factors which may affect the execution of the work. Include all costs related to existing site conditions in the initial bid proposal.
- C. Failure to visit the project site prior to bid does not relieve the Contractor of the responsibility to provide all required work and a complete installation within the intent of the Contract Documents.

##### **1.03 POWER OUTAGES**

- A. The facility will continue normal operations during the construction work. The Contractor shall schedule power outages with the Architect/Engineer in accordance with requirements of Division 0. Include coordination, identification of affected areas, work schedule, and re-energizing of electrical systems with minimal disruption to facility operations.
- B. Unscheduled power outages to Owner occupied areas and systems essential to facility operation or life safety shall not be permitted at any time. In the event that the Contractor's work causes or contributes to a power outage or other system fault, the Contractor is responsible for immediately correcting the problem.
- C. Schedule power and signal outages for evenings, weekends, or holidays unless otherwise approved; include costs for overtime and work outside regular hours.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS AND EQUIPMENT**

- A. New and Replacement Materials & Equipment: As specified in applicable sections, except product manufacture shall match existing for minor construction and for accessories to equipment that remains.
- B. Materials & Equipment for Patching: Match existing products.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Field verify wiring and cabling for existing power and signal systems back to source of supply as required to perform Work.
- B. Disconnect electrical systems in walls, floors, and ceilings being removed.
- C. Provide temporary wiring and connections to maintain existing systems interrupted by new construction.
- D. Cut and Patch conduit penetrations and required holes to access work at walls.

### **3.02 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Remove, relocate, and extend existing systems to accommodate new construction. For selective demolition, refer to architectural and mechanical plans and include electrical demolition to support removal and replacement work not otherwise indicated in electrical drawings.
- B. Electrical demolition includes the disconnecting, removal, and disposal of fixtures, devices and equipment where indicated, along with associated wiring.
- C. The following shall be considered as abandoned unless otherwise indicated:
  - 1. Wiring to fixtures, devices, and equipment being removed or disconnected.
  - 2. Conduit containing conductors or cable that have been disconnected from a source of supply or left empty by the removal of conductors.
  - 3. Open conductors or cable that have been disconnected from a source of supply.
  - 4. Fixtures, devices, equipment, and outlets located in walls, ceilings, and floors indicated to be removed.
  - 5. Fixtures, devices, and equipment identified as being replaced.
- D. Remove abandoned wire and cable for power and signal systems to source of supply.

- E. Remove abandoned conduit, cable, and outlets where exposed and within accessible ceiling, attic, crawl, plenum, and opened wall spaces. Cut conduit flush with walls and floors; patch surfaces in finished spaces. Outdoors remove abandoned conduit and cable down to 24 inches below grade and restore site to its original grade and finish.
- F. Disconnect abandoned outlets and remove devices. Provide blank covers for abandoned outlet boxes in floors, walls, and hard ceilings to remain.
- G. Disconnect and remove abandoned switchboards, panelboards, distribution equipment, and electrical devices.
- H. Disconnect power to utilization equipment being removed or abandoned in place.
- I. Disconnect and remove abandoned light fixtures, including brackets, stems, hangers, pole base and other accessories.
- J. Repair adjacent construction and finishes damaged during demolition and extension work.
- K. Cut-in flush outlet boxes and fish conduit in existing construction of remodeled areas where conditions permit. Flexible conduit is approved where fishing of conduit is required. Where existing construction does not permit flush installation, use surface metal raceway.
- L. Extend existing outlet boxes as required to accommodate new surface treatments or to extend wiring with surface raceway.
- M. Maintain access to existing electrical systems to remain active. Modify installation or provide access panels as appropriate.
- N. Replace, modify or extend existing outlet boxes to meet volume requirements. Cut surfaces as required to replace (or modify) existing outlet boxes and to install supports for new boxes and fixtures and patch to match adjacent surface.
- O. Provide new supports for existing conduit and open cable accessed during construction and which is to remain or be reused, as required to comply with current Code. Comply with requirements of applicable signal system specifications for support of signal cables.

### **3.03 DISPOSITION OF MATERIALS**

- A. Prior to start of demolition, coordinate with Owner to identify materials and equipment for salvage. Disconnect and remove items to be salvaged and deliver to an area on site designated by the Owner. Disconnect, remove, and handle salvage material and equipment in a manner so as not to damage or otherwise render unusable.
- B. Materials and equipment removed and not reused or salvaged to the Owner shall become the property of the Contractor unless otherwise indicated. Remove such

material and equipment from the Owner's property and dispose legally off site.

- C. Transformers, ballasts, fluorescent lamps, capacitors, oil switches, and other removed materials and equipment which may contain Polychlorinated Biphenyls (PCB's) or mercury shall be considered hazardous waste. Handle, transport, and dispose of these materials and equipment in accordance applicable state and federal laws. Provide to the Owner a certificate of disposal within the one year contract warranty period.

### **3.04 NAMEPLATES AND CIRCUIT DIRECTORIES**

- A. Provide nameplates for existing distribution equipment to indicate new and revised equipment, circuit, and load designations.
- B. Update panelboard and load center circuit directories to indicate changes and additions to each circuit. Updated and existing circuits shall be typewritten on new removable circuit index cards.
- C. Nameplates and circuit directories shall comply with requirements of Section 26 2000.

**END OF SECTION**

**SECTION 26 0500**  
**BASIC MATERIALS AND METHODS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Conduit and Fittings.
- B. Building Wire and Cable.
- C. Wiring Connections and Terminations.
- D. Boxes.
- E. Wiring Devices.
- F. Supporting Devices.

**1.02 SUBMITTALS**

- A. Submit product data for conduit fittings, wire and cable, watertight connectors, wiring devices, floor boxes, cord reels, smoke detectors, and cable tray.

**1.03 OPERATION AND MAINTENANCE DATA**

- A. Include data for wiring devices, floor boxes, smoke detectors, and cable tray in Operation & Maintenance Manuals.

**PART 2 - PRODUCTS**

**2.01 CONDUIT**

- A. Rigid Steel Conduit (RGS): ANSI C80.1; hot dipped galvanized.
- B. Intermediate Metal Conduit (IMC): Hot dipped galvanized.
- C. Electric Metallic Tubing (EMT): ANSI C80.3; galvanized tubing.
- D. Flexible Metal Conduit: Galvanized steel. Heavy wall except reduced wall may be used where concealed in building construction.
- E. Liquid Tight Flexible Metal Conduit: Galvanized steel, PVC jacket.
- F. Non-Metallic Conduit: NEMA TC 2; EPC-40-PVC.

## **2.02 FITTINGS**

- A. RGS and IMC Conduit: ANSI/NEMA FB 1; threaded type. Provide bushings, hubs and connectors with insulated throat, for conduit terminations.
- B. EMT Conduit: ANSI/NEMA FB 1; steel, compression type. Crimp-on, drive-on, indenter, and set screw type prohibited. Provide connectors with insulated throat for conduit larger than 3/4 inch diameter. Provide raintight fittings for conduit installed outdoors.
- C. Flexible Conduit: ANSI/NEMA FB 1; steel, single screw squeeze type.
- D. Liquid tight Flexible Conduit: ANSI C33.84, steel. Provide PVC coated fitting where installed outdoors.
- E. PVC Conduit: NEMA TC 3; solvent welded type, same manufacture as conduit. Provide bushings, hubs and connectors with insulated throat, for conduit terminations.
- F. Water and Vapor Conduit Sealants: Hydra-Seal S-50 conduit sealing putty or approved; Tyco/Rachem/TE blank duct plug or approved; Polywater FST conduit sealing foam system or approved.
- G. Metal-Clad Cable: ANSI/NEMA FB 1; steel, single screw squeeze type with insulated throat.

## **2.03 WIRE AND CABLE**

- A. Copper Building Wire, Interior: Type THWN-2, 600 volt insulation; conductors 8 AWG and larger shall be stranded. Type XHHW-2 may be substituted for conductor sizes 4 AWG and larger.
- B. Copper Building Wire, Outdoors: Type RHW/USE-2, 600 volt insulation; conductor 8 AWG and larger shall be stranded.
- C. Flexible Cords: Oil resistant thermoset insulated Type SO multi-conductor with identified equipment grounding conductor, sized for connected load of equipment and rating of branch circuit overcurrent protection.
- D. Metal Clad (MC Cable): UL 1569; copper conductors, 600 volt 90 degree C rated conductor insulation, phase identified, with green insulated copper grounding conductor and steel outer covering. Include neutral conductor for switch legs per NEC 404.2(C). Provide PVC jacketed MC cable listed for the purpose where used in damp or wet locations or where otherwise indicated.

## **2.04 WIRE CONNECTORS**

- A. Connectors for Wire Size 10 AWG and Smaller: Insulated steel spring twist-on pressure connector with plastic cap. Outdoors use watertight type with prefilled sealant gel.



- B. Connectors for Wire Size 8 AWG and Larger: Solderless mechanical or compression type with pre-formed or shrink sleeve insulated cover. Outdoors make watertight using shrink sleeve or pigtail cap and sealing mastic.
- C. Outdoor Taps Below Grade for Wire Size #6 AWG and Larger: IlSCO PED series underground multi-tap, wire range and number of ports as required.
- D. Gutter/Wireway Taps for Wire Size #6 AWG and Larger: IlSCO type PDB series AL/CU lug type distribution block, number of poles and quantity/size of primary/secondary lug ports as required for the application.

## **2.05 BOXES**

- A. Outlet Boxes: ANSI/NEMA OS 1; galvanized sheet steel, with 1/2-inch male fixture studs or plaster rings as required.
- B. Surface Outlet Boxes Below 8 Feet: Cast aluminum or malleable iron, threaded hubs.
- C. Surface Outlet Boxes for Outdoor and Wet Locations: Cast aluminum with baked enamel or epoxy finish, gasketed cover, stainless steel hardware. Outlet boxes shall have threaded hubs.
- D. Junction and Pull Boxes: Outlet box with blank cover except boxes larger than 4 inch square shall be screw cover type, galvanized steel with grey enamel finish, NEMA 1 indoors and NEMA 3R outdoors, unless otherwise indicated.
- E. Barriers: Provide permanent barriers in outlet boxes to separate adjacent wiring devices where voltage exceeds 300 volts. Provide permanent voltage separation barriers in outlet and junction boxes to separate wiring above 100 volts from wiring below 100 volts and where otherwise required by Code.

## **2.06 WIRING DEVICES**

- A. Wall Switches: Hubbell 1221, Leviton 1221, Pass & Seymour 20AC1, Cooper 2221; specification grade, 20 ampere, 277 volt, quiet type. Single pole, double pole, 3-way, 4-way as required. Color: Ivory.
- B. Wall Switch with Integral Pilot Light: Hubbell 1221-PLG, Leviton 1221-PLG, Cooper 1221-PLG, Pass & Seymour 20ACI-GPL, specification grade, 20 ampere, 120 volt, quiet type, single pole, 1 horse-power rated, green pilot light illuminates when switch is on. Color: Ivory.
- C. Wall Switches, Key Type: Leviton 1221 with 55500 key, no substitute.
- D. Duplex Receptacles: Specification grade 5362 series, NEMA 5-20R, grounding type, as manufactured by Hubbell, Leviton, Pass & Seymour, Cooper. Color: Ivory.

- E. Duplex Receptacles, Controlled: Same manufacturer, rating, and style as specified for duplex receptacles except devices shall have special purpose identification symbol and permanently marked with the word "controlled" visible on face of each receptacle automatically controlled. Color: as selected. Automatic control devices for receptacles are specified under Section 26 0920, Lighting Controls.
- F. Ground Fault Circuit Interrupter (GFCI) Receptacles: Same manufacture, rating, and color as duplex receptacles except devices shall comply with UL 943, Class A, with self test.
- G. Duplex Receptacles, Weather Resistant for Damp and Wet Locations: Same manufacture, rating, and color as duplex and GFCI receptacles except devices shall be UL listed as weather resistant and permanent special purpose identification shall be visible on the device.
- H. Isolated Grounding (Computer Purpose) Receptacles: Same manufacture, design, and color as duplex receptacles except ground terminal shall be isolated from device mounting strap and permanent special purpose identification shall be visible on the device.
- I. Special Purpose Receptacles: NEMA WD 5, same manufacture as duplex receptacles; premium specification grade, grounding type, NEMA configuration as indicated on project plans, black color. Provide matching plug for each receptacle.
- J. Flush Mounted Device Plates: Super heavy duty for high abuse application, rigid high impact thermoplastic, smooth finish, color to match device. Thermoset, phenolic, urea, nylon, and flexible polycarbonate not approved. Cooper PJ series manufacture or approved.
- K. Surface Mounted Device Plates: Raised galvanized steel on steel boxes; cast or stamped sheet aluminum on cast boxes.
- L. Damp and Wet Location Device Plates: ANSI/UL 514D; Commercial grade, low profile, lockable, die cast metal cover assembly, listed as weatherproof when in use and identified as extra duty. Hubbell/TayMac MX series or approved.

## **2.07 SUPPORTING DEVICES**

- A. Metal Conduit Clamps & Straps: Steel, screw type; zinc or cadmium plated minimum indoors, hot dipped galvanized minimum outdoors.
- B. Support Channel: Slotted 12-gauge steel channel with fittings, fasteners, brackets, clamps, floor plates, and accessories required; Pre-galvanized zinc coated (G90) indoors, ASTM 123 hot dipped galvanized outdoors.
- C. Fasteners: Expansion anchors in concrete and solid masonry; toggle bolts in hollow masonry, plaster, or gypsum board wall construction; sheet metal screws in metal construction; wood screws in wood construction; set screw type beam

clamps on steel columns and beams; U.L. listed clips for metal studs. Metal parts and accessories to be zinc or cadmium plated minimum indoors and hot dipped galvanized minimum outdoors.

- D. Support Wires: Support wires above accessible ceiling grids, steel #12 AWG minimum.
- E. Roof Supports: Do not install conduit exposed on roofs.

## **2.08 ACCESSORIES**

- A. Air-Vapor Barriers:
  - 1. Pre-molded polyethylene box installed in all exterior framing walls (thermal envelope) around recessed outlet boxes.
- B. Pulling Wire:
  - 1. Interior; continuous fiber pulling line, 190# tensile strength.
  - 2. Below grade; Polyester measuring pulling tape 5/8 inch wide, 1800# tensile strength. Muletape.
- C. Warning Tape: 6 inch wide detectable underground warning tape, black lettering, on red background for high voltage, yellow background for medium voltage and general utility, orange background for low voltage, with wording to describe buried installation.
- D. Corrosion Protection Metal Conduit Tape: 3M Scotchrap 10 mill PVC All Weather Corrosion Protection 50 tape and pipe primer system, or approved.

## **PART 3 - EXECUTION**

### **3.01 WIRING METHODS**

- A. General:
  - 1. Fixed wiring shall be conductors installed in conduit.
  - 2. Conceal all wiring within construction unless otherwise noted on drawings or specifically authorized by the Architect/Engineer.
  - 3. Where contractor wiring methods require the application of conductor ampacity adjustment or correction factors under NEC 310.15, the contractor shall submit calculations that show Code compliance, except the adjusted ampacity of the conductors installed shall not be less than the circuit overcurrent device rating shown or specified.
  - 4. Conduit sizes shall not be reduced to smaller size than shown or otherwise noted on plans.

5. Feeders shown or otherwise noted on plans shall not be combined to share a common conduit homerun. Branch circuit homeruns shown or otherwise noted on plans shall not be combined to share a common conduit with other circuits.
6. Device Plates: It is the electrical contractor's responsibility to ensure that all line voltage and low voltage system faceplates and visible trim pieces are the same color. Exception: Where stainless steel device plates are used for line voltage systems, low voltage systems may use non-metallic plates of the same color.

**B. Conduit Requirements:**

1. Rigid Steel Conduit (RGS): May be used in all areas. Required at penetrations thru fire rated construction rated greater than 1 hour.
2. Intermediate Metal Conduit (IMC): May be used in all areas except where RGS is required or indicated.
3. Electrical Metallic Tubing (EMT): May be used in dry and damp locations where not subject to damage. May not be used in concrete, where in contact with earth, or where RGS is required or indicated. May not be used for service entrance conductors inside a building. Maximum trade size 2 inches.
4. Flexible Conduit: May be used concealed in casework and where concealed in walls, up to 1 inch maximum trade size. Required for final equipment connections (maximum length 36 inches), to recessed lighting fixtures from an outlet box (maximum length 72 inches), and where raceway passes thru seismic joints. Use liquid tight in damp or wet locations.
5. Rigid Non-Metallic Conduit (PVC): May be used underground. May be used within buildings where encased in not less than 2 inches of concrete. Terminate inside building using RGS or IMC elbow and riser to first coupling above slab on grade.

**C. Wire and Cable Requirements:**

1. Use copper conductors.
2. Metal Clad (MC) Cable: May only be used for fixture whips and for branch circuit wiring where concealed in walls between wiring devices in finished spaces of 300 SF or less, and extending no more than 72 inches to first junction box in a crawl space or above an accessible ceiling. May not be used for branch circuit homeruns, feeders, or services. May not be used in mechanical ducts or fabricated air plenums. May not be used for any portion of a homerun to a single outlet or device. May not be used in concrete or below concrete slabs on grade. May not be used between floors.

### **3.02 SUPPORT - GENERAL**

- A. Support wiring, conduit, raceways, boxes, equipment, and fixtures from building structural members. Provide additional framing, channel, or listed support attachments as required to span or support between structural members and to avoid interference from pipes, ducts, and other equipment.
- B. Do not install support anchors to penetrate thru roof deck.
- C. Do not violate the integrity or exceed the capacity of the building structure used for support. Provide/fabricate additional support elements to transmit loads to the floor or other parts of the building structure that can carry the load as approved by the Architect/Engineer.

### **3.03 CONDUIT SIZING, ARRANGEMENT, AND SUPPORT**

- A. Minimum conduit trade size 1/2-inch diameter except all homeruns and where installed below grade outdoors conduits shall be 3/4-inch minimum diameter. Prewired 3/8 inch diameter flexible conduit not to exceed 72 inches in length may be used for fixture whips from an outlet box to recessed light fixture.
- B. Arrange conduit to maintain headroom and present a neat appearance.
- C. Route conduit parallel and perpendicular to walls and adjacent piping.
- D. Maintain 12-inch clearance between conduit and heat sources such as flues, steam pipes, and heating appliances.
- E. Locate holes in joists within center third of member depth measured from the edge and at least 24 inches from load bearing points. Maximum hole diameter one inch.
- F. Support conduits from building structure with conduit straps or rods and hangers. #8 solid wire and CADDY clips may be used to hang 3/4-inch diameter conduit and smaller above accessible ceiling spaces.
- G. Group conduit in parallel runs where practical and use conduit rack constructed of steel channel with conduit straps or clamps. Provide space for 25 percent additional conduit.
- H. Do not support conduit with perforated pipe straps or tie wraps. Remove all wire used for temporary conduit support during construction, before conductors are pulled.
- I. Do not bore holes in truss members or notch structural members.
- J. Steel conduit installed as part of a 2 hour fire rated wiring assembly shall be supported 5 feet on center where required by the cable system installation requirements.

### 3.04 CONDUIT INSTALLATION

- A. Use conduit hubs or sealing locknuts for fastening conduit to cast boxes and for fastening conduit to sheet metal boxes in damp locations.
- B. Use conduit bodies to make sharp changes in direction, as around beams.
- C. Use factory elbows for PVC conduit and for bends in metal conduit larger than 1 inch. Conduit bends for signal systems that are greater than 45 degrees shall be minimum radius sweeps as follows:

Under 2 inches	Standard radius
2 inches - 3 inches	24 inch radius
Over 3 inches	36 inch radius
- D. Use factory RGS elbows for PVC conduit runs below grade.
- E. Install insulated bushings on each end of conduit larger than 1 inch.
- F. Use suitable conduit caps to protect installed conduit against entrance of dirt and moisture.
- G. Install pull wire in empty conduits.
- H. Conduit in Concrete Slabs Above Grade: Do not install in concrete slabs above grade except where written approval and installation requirements are provided by the Architect/Engineer.
- I. Metal Conduit Installed Below Grade: Provide 20 mil thick factory PVC coating or field wrapped using corrosion protection tape and primer system with 50 percent wrap overlap; extend 8 inches above grade at risers.
- J. Conduit Below Concrete Slabs On Grade: Install at minimum depth required for vertical penetration of radius bend at conduit risers, except install at minimum 48 inch depth for power systems above 600 volts and for feeders below 600 volts and rated 1000 amps and larger. See paragraph Earth Work for Underground Electrical under this section for thermal backfill requirements.
- K. Underground Conduit for Site Power (Below 600 Volts) and Signal Systems: Install to provide 24 inches minimum cover up to final grade unless otherwise indicated or specified. Maintain minimum 7.5 inch on center spacing between power conduits; maintain minimum 12 inch spacing between power conduits and signal conduits; maintain minimum separation from public utilities established by regulation. See paragraph Earth Work for Underground Electrical under this section for thermal backfill requirements.
- L. Conduits at Roof Decks: Conduit installed within 1.5 inches of the nearest surface of metal corrugated roof decks and conduit concealed within roofing systems on top of roof decks shall be RGS or IMC conduit.

- M. Install flexible conduit thru oversized bushed sleeve or cored opening where conduit crosses building wall expansion or seismic joints. Provide up to 54 inches of flexible wiring with 6 inches minimum of conduit slack each side of the wall assembly to allow for free movement across the joint.
- N. Do not install conduit in concrete slab on grade.
- O. Do not install conduit in direct contact with underside of roof deck.
- P. Seal all underground conduits entering and terminating within a building or structure using approved non hardening duct seal putty or a sealing bushing. Seal spare conduits using a watertight blank plastic duct plug. Seal all underground conduits entering and terminating below grade, such as in a crawl space or basement, using an approved closed cell foam sealant system.

### **3.05 CONDUIT PENETRATIONS**

- A. Roof Penetrations: Provide flashing around each conduit which penetrates a roof. Materials and installation shall comply with applicable provisions of Division 7 for roofing. Seal top of flashing around conduit with a weatherproof non-hardening mastic.
- B. Exterior Walls: Core drill or cast sleeve for each conduit one size larger than conduit diameter. Seal all openings at each penetration with acrylic weatherproof caulking suitable for painting. Below grade seal with "Chase-Foam" silicone sealant or other approved method acceptable to Architect/Engineer.
- C. Interior Walls and Partitions: Cut one size larger than conduit diameter. Seal all openings at each penetration with low VOC level general purpose interior sealant as specified in Section 07900.

### **3.06 METAL CLAD CABLE**

- A. Arrangement and Support: Comply with requirements specified for conduit. Provide maximum support spacing of 6 feet on center and within 12 inches of terminations.

### **3.07 CONDUCTOR INSTALLATION**

- A. Minimum Conductor Size: #12 AWG, except #10 AWG minimum for outdoor and exterior building lighting circuits and #14 AWG minimum for control circuits and for lighting fixture taps not to exceed 72 inches.
- B. Splice conductors only in junction or outlet boxes.
- C. Arrange conductors neatly at termination such that a clamp-on ammeter may be used.
- D. Clean conduit free of debris before conductor installation; install conductors using pulling lubricant.

### **3.08 CONDUCTOR IDENTIFICATION**

- A. Provide non-metallic wire markers on each conductor in panelboards and in junction boxes having more than 6 conductors. Identify branch circuit or feeder number for power and lighting circuits.
- B. Color Coding of Insulated Equipment Ground: Solid green.
- C. Color Coding of 208/120 Volt System: Phase A - black, Phase B - red, Phase C - blue, Neutral - white.
- D. Color Coding of 480/277 Volt System: Phase A - brown, Phase B - orange Phase C - yellow, Neutral - gray.
- E. Color Coding of Switch Legs: Pink.
- F. Color Coding of Travelers (3-Way and 4-Way Switching): Purple.
- G. Provide color tracers on neutrals to differentiate circuits on multi-wire branch circuits with separate neutrals.

### **3.09 BOX LOCATIONS**

- A. Provide electrical boxes for outlets, junctions and equipment connections as shown and as required for splices, taps, wire pulling, and code compliance.
- B. Electrical box locations shown are approximate unless dimensioned. Obtain equipment outlet locations from equipment manufacturer prior to rough-in. Coordinate outlet and wall switch locations with casework and finish elements shown on Architectural drawings. Install to fit conditions or as directed.
- C. Change location of wall outlets, wall switches, and lighting outlets up to fifteen feet without charge when requested by Architect/Engineer prior to installation.
- D. Height of outlets unless otherwise directed: See Drawings.

### **3.10 BOX INSTALLATION**

- A. Set wall outlet and wall switch boxes vertically.
- B. Support boxes independently of conduit, piping, and ductwork; securely fasten in place.
- C. Provide recessed outlet boxes in finished areas. Flush front edge of box or plaster ring even with finished surface.
- D. Provide blank cover plate over all boxes that do not contain devices or are not covered by equipment.



- E. Do not install flush boxes on opposite sides of a wall within the same stud space. Maintain 24 inch minimum box separation in fire rated wall assemblies.
- F. In-Ground Boxes: Set on 9 inch minimum deep gravel base extending 6 inches minimum beyond each side. Set flush with final grade.

### **3.11 WIRING DEVICES**

- A. Ground Fault Circuit Interrupter (GFCI) Protection: Provide for receptacles located outdoors, within 6 feet of sinks, in bathrooms, kitchens, indoor wet locations, locker rooms with associated shower facilities, elevator pits, elevator machine rooms, crawl spaces, garages, service bays, rooftops, at counters and work surfaces where food and/or beverage preparation occurs, and as otherwise indicated. GFCI receptacles are not required where branch circuit is protected by GFCI circuit breaker.
- B. Ground Fault Circuit Interrupter (GFCI) Protection, Dwelling Units: Provide for receptacles located outdoors, within 6 feet of sinks, in bathrooms, indoor wet locations, crawl spaces, unfinished basements, garages and accessory buildings, at kitchen counters and work surfaces where food and/or beverage preparation occurs, and as otherwise indicated. GFCI receptacles are not required where branch circuit is protected by GFCI circuit breaker.

### **3.12 LABELING**

- A. Outlets: Identify panel and circuit number on faceplate of convenience and special purpose outlets. Use self-adhesive, polyester or vinyl laminated labels with machine generated alpha-numeric circuit identification, 1/4 inch high black letters on clear background. Exception: Use white letters on black or brown color device plates.
- B. Junction Boxes: Label or mark cover with panel and circuit number. Locate on inside of cover except locate on outside of junction box cover in attics, crawl spaces, equipment rooms and above accessible ceilings.

### **3.13 TESTS**

- A. Perform continuity test on all feeder and branch circuit conductors. Verify proper phasing and that no short circuits or accidental grounds exist.
- B. Check all convenience outlets for correct wiring connections using a polarity circuit tester. Test AFCI and GFCI circuits for proper operation with an approved tester.
- C. Torque test conductor lug terminations to manufacturers recommended values.

## **END OF SECTION**

## **SECTION 26 05 26**

### **GROUNDING AND BONDING**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and Division 01 Specification Sections, apply to this Section.

##### **1.02 SECTION INCLUDES**

- B. Electrical Equipment and Raceway Grounding.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS**

- A. Mechanical Connectors at Ground Connections: Heavy duty, solderless, bolted pressure or compression type connectors or clamps labeled as being suitable for the purpose. Manufacturer's standard grounding lug when furnished as part of panelboards and other equipment.
- B. Ground and Bonding Conductors: Bare, soft drawn copper; stranded for 8 AWG and larger, unless otherwise indicated or specified. Equipment grounding conductors may be insulated with green color identification per Code.

#### **PART 3 - EXECUTION**

##### **3.01 INSTALLATION**

- A. Equipment Grounding Conductor: Provide separate insulated green equipment grounding conductor in feeders and in branch circuits to plug-in outlets. Provide equipment grounding conductor in non-metallic conduits and flexible conduit. Size equipment grounding conductors per NEC 250.122 unless larger size is shown or specified.
- B. Provide grounding locknuts on each end of feeder conduits serving panelboards. Exception: Provide grounding bushing with bonding jumper where conduit is used as equipment ground.
- C. Ground exposed non-current carrying metal parts of equipment fastened in place or connected by permanent wiring and likely to become energized per Code.

**END OF SECTION**

**SECTION 26 2000**  
**ELECTRICAL DISTRIBUTION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Circuit Breakers.
- B. Fuses.
- C. Nameplates.
- D. Compression Lugs.

**1.02 SUBMITTALS**

- A. Submit product data for circuit breakers.
- B. Coordinate dimensions of equipment with site and project space dimensions to verify equipment will fit, conform to indicated layout, and meet NEC and manufacturer clearance requirements.

**1.03 OPERATION AND MAINTENANCE DATA**

- A. Include data for switchboards, panelboards, circuit breakers, motor controllers, transformers, fuses, contactors, busway, studies, and tests in Operation & Maintenance Manuals.

**PART 2 - PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS**

- A. Circuit Breakers and Disconnects: General Electric.
- B. Fuses: Bussman and Littelfuse.

**2.02 BRANCH CIRCUIT PANELBOARDS**

- A. Circuit Breakers: UL 489; molded case, thermal magnetic trip. Multi-pole breakers shall be single handle with common pole operation.
  - 1. Provide approved manufacturer handle ties between single pole circuit breakers serving branch circuits sharing a common neutral (disconnecting means for multiwire branch circuits).
  - 2. Provide approved manufacturer handle padlock attachment on circuit breakers serving branch circuits for permanently connected appliances

without local disconnecting means and where otherwise indicated.

3. Provide ground fault circuit interrupter protection (GFCI) circuit breakers for branch circuits where indicated.
4. Provide ground fault equipment protection (GFEP) circuit breakers for pipe heat trace and for deicing and snow melting equipment.

## **2.03 DISCONNECT SWITCHES**

- A. Safety Switches: NEMA KS 1; heavy duty, quick make, quick break, handle with lock out / tag out provisions. Provide rating, number of poles, and fusing required for load served.
- B. Safety Switches for Variable Frequency Drives (VFD): Safety switches installed on the load side of VFD controllers shall include an interlock to disable controller operation when the safety switch handle is operated to the open position.
- C. Toggle Switches for Small Motors and Appliances: NEMA WD 1; horsepower rated 20 ampere general use snap switch with lock-out attachment.
- D. Switch Enclosures: NEMA ICS 6; Type 1 for dry locations, Type 3R for damp or outdoor locations.

## **2.04 FUSES**

- A. Approved Fuses, 600 Amperes and Less, for Branch Circuits and Power Distribution:
  1. ANSI/UL 198C Class J low peak with time delay unless otherwise indicated except ANSI/UL 198E Class RK5 may be used in safety switches for protection of motors and transformers.
  2. For protection of circuit breakers: Fuses must comply with NEC 240.86 series rating requirements for load side circuit breakers that are not rated for the available fault current. Coordinate series rating requirements with published manufacturer's listings for circuit breakers installed.
- B. Approved Fuses, Over 600 Amperes, for Branch Circuits and Power Distribution:
  1. ANSI/UL 198C Class L low peak with time delay unless otherwise indicated.
  2. For protection of circuit breakers: Fuses must comply with NEC 240.86 series rating requirements for load side circuit breakers that are not rated for the available fault current. Coordinate series rating requirements with published manufacturer's listings for circuit breakers installed.

## **2.05 NAMEPLATES AND LABELS**

- A. Nameplates: Engraved three-layer laminated plastic, white letters on black background, affixed with stainless steel screws, adhesive acceptable in dry locations. Use black letters on yellow background for series combination rating identification.
- B. Letter Height: 1/2 inch for series combination rating identification. 1/4 inch for switchboards, panelboards, motor control centers, circuit breakers, switches, and disconnecting means; 1/8 inch for motor starters, contactors, time switches, and equipment served.
- C. Arc Flash Protection Labels: ANSI Z535.4; Self adhesive vinyl label factory installed by the equipment manufacturer with ANSI header to read WARNING or DANGER and informational text to include:

Electric Arc Flash Hazard

Turn off all power before opening.

Follow all requirements in NFPA 70E for safe work practices and for Personal Protective Equipment.

Failure to comply can result in death or injury.

## **PART 3 - EXECUTION**

### **3.01 FUSES**

- A. Install fuses in fusible switches.
- B. Size fuses for motor loads at 150% of nameplate full load amperes; size fuses for air conditioning and refrigeration equipment at maximum recommended nameplate rating.

### **3.02 CIRCUIT BREAKERS**

- A. Install circuit breakers in accordance with manufacturer instructions and recommendations.
- B. Set adjustable breakers to comply with the approved protective device coordination study or as directed by the Engineer.

### **3.03 NAMEPLATES AND LABELS**

- A. Individual Circuit Breakers, Switches, and Motor Starters Installed in Switchboards, Distribution Panelboards Without Circuit Index: Provide nameplate to identify circuit number and load served.
- B. Equipment Served: Provide nameplate to identify equipment designation corresponding with nameplate of serving overcurrent device, disconnect switch, or controller when there is more than one of same type of equipment being served, e.g. Air Handler No. 2. Coordinate with Architect/Engineer to assign

numbers when not designated in equipment schedules.

- C. Nameplate and Label Location: Secure to equipment fronts, except recessed panelboards in finished locations secure nameplates and labels to inside face of door.

#### **END OF SECTION**