

BID FOR
TMWRF AIR COMPRESSOR REPLACEMENT

BID # 17/18-019

PWP # WA-2018-161

BIDS DUE NOT LATER THAN: 1:45 PM ON APRIL 25, 2018

PUBLIC BID OPENING: 2:00 PM ON APRIL 25, 2018

[NOTE: TIME BIDS ARE DUE IS DIFFERENT FROM BID OPENING TIME]



431 PRATER WAY
P.O. BOX 857
SPARKS, NV 89432-0857

Company Name: _____

**CITY OF SPARKS
NOTICE TO BIDDERS
TMWRF AIR COMPRESSOR REPLACEMENT
BID #17/18-019 / PWP #WA-2018-161**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON APRIL 25, 2018**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Bids will be opened and publicly read at **2:00 PM ON APRIL 25, 2018**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: Removal and replacement of the existing air compressor for the Truckee Meadows Water Reclamation Facility (TMWRF).

PRE-BID MEETING: A **MANDATORY** pre-bid meeting will be held at the project site Training Room (8500 Cleanwater Way), at 9:00AM on April 12, 2018. Contractors wishing to submit bids on this project must attend the pre-bid meeting to be considered in evaluation.

BONDING/LICENSING: A Bid Bond in the amount of 5% of bid amount is required. This bid bond will function as a penalty in the event the successful bidder fails to enter into a written contract with the City in accordance with the bid documents. Additionally, the City will be entitled to actual damages, if any. Prospective bidders will be required to have a current Contractor's License under the Nevada State Law for the type of work specified herein.

The work to be performed under this Contract shall be commenced by the successful Bidder after all executed Contract documents have been submitted, and after being notified to proceed by the City of Sparks.

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://www.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain plans, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3rd party bid listing or re-selling service. For further information, contact the Purchasing Division at dmarran@cityofsparks.us or at (775) 353-2273. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section

Publish Date: April 4, 2018

Proof of publication required

Bidder's Checklist

Bidders are instructed to complete and return the following forms in order for their bids to be complete. Failure to return the following items may result in your bid being declared “non-responsive.”

1. _____ Bid Item Schedule
2. _____ Bidder Information Sheets
3. _____ Subcontractor Information Form (5% list due with bid submittal)
4. _____ Acknowledgement and Execution Form
5. _____ Certification Regarding Debarment
6. _____ “Certificate of Eligibility” (Local Preference) - If Contractor wishes to potentially apply their preference.
7. _____ Bid Bond
8. _____ Signed Bid Addenda (if applicable)

**CITY OF SPARKS
 BID ITEM SCHEDULE**

BID TITLE: TMWRF AIR COMPRESSOR REPLACEMENT

Bid #17/18-019 / PWP# WA-2018-161

PRICES must be valid for 90 calendar days after the bid opening.

COMPLETION of this project is expected **PURSUANT TO CONTRACT DOCUMENTS**.

BIDDER acknowledges receipt of _____ Addenda.

 Bidder Name

 (signature)

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization	/LS	\$
2	1	LS	Demolition of Existing Air Compressor and Accessories	/LS	\$
3	1	LS	Installation of New Air Compressor and Accessories	/LS	\$
4	1	LS	Force Account	\$44,000.00 / LS	\$44,000.00

Grand Total	
\$	\$
(written total bid price)	

Bidder Information

COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No___ Yes___ (If yes, please provide details.)

- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No___ Yes___ (If yes, please provide details.)

- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No___ Yes___ (If yes, please provide details.)

- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No___ Yes___ (If yes, please provide details.)

- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No___ Yes___ (If yes, please provide details.)

- 6) Has your company been found non-responsible on a government bid within the last five years? No___ Yes___ (If yes, please provide details.)

Bidder Information

CONTRACTOR LICENSE INFORMATION:

Nevada State Contractor's License Number (If Applicable):
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

BUSINESS LICENSING INFORMATION All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

Bidder Information

DISCLOSURE OF PRINCIPALS:

a) **Individual and/or Partnership:**

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

b) **Corporation:**

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

**SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT**

INSTRUCTIONS: Per NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the Bid Price. The Bidder shall list the name of a Subcontractor for each portion of the Work, the value of which exceeds five percent (5%) of the Bid Price. **If Bidder will perform more than 5% of the Work, BIDDER SHALL ALSO LIST HIS NAME and description of the work that the prime contractor will perform in the space provided below.**

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		

Bidder Name: _____

Authorized Signature: _____

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING ONE PERCENT OF BID AMOUNT OR \$50,000

INSTRUCTIONS: In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater. The Bidder shall list the name of a Subcontractor for each portion of any of the Work the value of which exceeds one percent (1%) of the Bid Price.

Since all Subcontractors listed on the Bidder's 5% Subcontractor Information Form are over 1% of the Bid amount, those Subcontractors shall automatically be deemed incorporated into this 1% Subcontractor Information form and need not be re-listed below.

Information provided must be submitted within two (2) hours after the completion of the opening of the bids (Per NRS 338.141). Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. If, additional space is needed, attach a separate page. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		

Bidder Name: _____ **Authorized Signature:** _____

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
 County of _____)

_____ (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **TMWRF AIR COMPRESSOR REPLACEMENT, Bid # 17/18-019**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE CONTRACTS AND RISK MANAGER OF THE CITY OF SPARKS:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Sparks in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

	Contractor/Bidder:
(Printed Name of Contractor/Bidder)	BY: _____
	Firm: _____
	Address: _____
	City: _____
	State / Zip Code: _____
	Telephone Number: _____
	Fax Number: _____
	E-mail Address: _____
(Signature of Principal)	Signature: _____
	DATED this _____ day of _____, 2018.

State of Nevada)
) SS.
 County of _____)

On this _____ day of _____, in the year 2018, before me,

/Notary Public, personally appeared _____ Personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature: _____ My commission Expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

(This form to be signed and returned at the time of bid)

The prospective bidder, _____ certifies to the best of its knowledge and belief that it and its principals:

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

Signature _____ Date _____

Local Preference Affidavit

NEW Instructions: This form is required to receive a preference in bidding on projects exceeding \$250,000. This form must be submitted no later than two (2) hours following the opening of bids, only if the bidder wishes for their preferential status(established by their current Certificate of Eligibility) to be considered in the evaluation of bids. A copy of the bidder’s Certificate of Eligibility must be submitted at the time the contractor submits their bid.

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **TMWRF AIR COMPRESSOR REPLACEMENT (Bid #17/18-019)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of workers employed on the public work possess a Nevada driver’s license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

These requirements are not applicable to Contractors who do not use the “Bidder’s Preference” eligibility certificate in their bid or do not receive an advantage in ranking of bids due to their preference status.

By: _____ Title: _____

Signature: _____ Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ (name of person making statement).

State of _____)

)ss.

County of _____)

_____ STAMP AND SEAL

Notary Signature

CITY OF SPARKS, NEVADA – 5% Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned _____, as “Principal,” and _____, as “Surety,” are hereby held and firmly bound unto the City of Sparks, Nevada, as “Obligee,” in the penal sum of _____dollars (\$_____) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **17/18-019**, PWP # **WA-2018-161**, for the **TMWRF AIR COMPRESSOR REPLACEMENT**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: _____

Principal
By: _____

Surety
By: _____

GENERAL CONDITIONS

General Conditions



GENERAL CONDITIONS

Please Read Carefully

These Provisions Are a Part of Your Bid and any Contract Awarded

Scope of Bid/Proposal: Bids/Proposals are hereby requested for **TMWRF AIR COMPRESSOR REPLACEMENT**, as per specifications herein.

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title "Bidder," "Vendor", "Contractor" or "Consultant" within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

2. Firm Prices:

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Sparks shall receive the benefit of such decline.

3. Items Offered:

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

4. Brand Names:

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

General Conditions



An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

6. Withdrawal of Bids:

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder’s authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

7. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

8. Mistake in Bid:

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

9. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

10. Exceptions:

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

11. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

12. Quality:

Unless otherwise required in the specifications, all goods furnished shall be new and unused.



13. Litigation Warranty:

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

14. Royalties, Licenses and Patents:

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

15. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

16. Americans with Disabilities Act (ADA) Standards:

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

17. Warranties:

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

18. Addenda:

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain

General Conditions



whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential bidders are responsible for monitoring the City website regarding the availability of new bid documents or addenda (where applicable). The City of Sparks will not be responsible for the results of any potential failures in automatic notification systems to potential bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3rd party bid listing or re-selling service.

19. Specifications to Prevail:

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

20. Taxes:

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

21. Prevailing Wages:

Bidder is responsible for complying with all applicable local, State and Federal wage laws, whether or not specifically cited in this bid document.

Per NRS Sections 338.020 through 338.090, certain projects defined as "public works" require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$250,000 are exempt from the prevailing wage requirement (NRS 338.080). Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at:

http://labor.nv.gov/PrevailingWage/Public_Works/Prevailing_Wages/

PROJECT SPECIFIC NOTE: Some bidders may estimate this project at less than \$250,000.00. Regardless of this potentially occurring, the City is requiring the payment of prevailing wage to guarantee correct wages are paid upon the FINAL value of the project, should change orders occur that cause the value of the project to exceed the statutory limit.

22. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

General Conditions



- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

23. Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

24. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

25. Bidder's Security (This Section IS IS NOT Applicable to this bid):

A bid deposit in an amount equal to at least 5% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's or certified check made payable to the City of Sparks, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

26. Performance and Payment Bonds:

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor

General Conditions



(All Bonding Companies must have an “A” rating or better with Moody’s or A.M. Best Company, and be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies” as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.):

Performance Bond (This Section IS IS NOT Applicable to this bid):

The Contractor awarded this bid will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

Payment Bond (This Section IS IS NOT Applicable to this bid):

The Contractor awarded this bid will be required to furnish the City with a payment bond. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

27. Indemnification:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

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If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney’s fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

28. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City’s option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers’ Compensation	Statutory	✓	N/A	✓
Yes	Employer’s Liability	\$1,000,000	✓	N/A	

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Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

- \$2,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) “Occurrence” form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

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Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

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Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Workers’ Compensation and Employer’s Liability

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers’ compensation and employer’s liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Nevada law allows the following to reject workers’ compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)

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- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation: Statutory Limits
Employer's Liability: **\$1,000,000** Bodily Injury by Accident – Each Accident
\$1,000,000 Bodily Injury by Disease – Each Employee
\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

Contractors Pollution Liability Insurance (If Applicable)- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings

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upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

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- a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
- c. Terminate the Agreement.

29. Safety Program:

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.

30. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating

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those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

31. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

32. Bidder Preference Law (This Section IS IS NOT Applicable to this bid):

This project will be bid and awarded under the Provisions(s) of NRS 338.147, which restricts preference given to certain contractors on Public Works Projects. The NRS cited in this section is meant to be a reference only. Each bidder shall acquaint himself with the latest provisions of NRS 338.147.

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors wishing to receive benefit of their preference status in the evaluation of bids must submit a copy of their Certificate of Bidder Preference issued by the State Contractor's Board. (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board). Contractors who do not submit a preference certificate at the time of their bid are presumed to have wished not to exercise the benefit of their preference, or do not possess the certificate of eligibility.

To the extent Contractor has sought, qualified and receives a bidding preference on this project, pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
3. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter

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338.

To the extent Contractor has sought, qualified and receives a bidding preference, and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-3 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

This section shall not be applicable for projects in which some or all of the funding comes from Federal sources.

33. Tie Bids:

Should identical low, responsive and responsible bids be received from two bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option utilize a coin-flip to determine the low bidder who shall be recommended for award. Or;

Should there be three or more low, responsive and responsible tie bids the Purchasing Manager shall exercise the following tie breaking method, unless another alternative is apparent and prudent: The City of Sparks Purchasing Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

34. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/bids>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
 - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest;
 - or
 - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

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- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

35. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

36. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

37. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

38. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

39. Lost and Damaged Shipments:

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

40. Late Shipments:

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.



41. Document Ownership:

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

42. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.

43. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this solicitation. The City of Sparks shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline that option at the time of request.

44. Vendor Workplace Policies

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

45. Business License Requirement:

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

46. City Provisions to Prevail:

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

General Conditions



47. Invalid Provisions:

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

48. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

49. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

50. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

51. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

52. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items

General Conditions



of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

54. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

55. Termination:

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

56. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

Special Conditions and Specifications (Specific to Project)

In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).

SPECIAL PROVISIONS
TMWRF AIR COMPRESSOR REPLACEMENT
Bid #17/18-019 / PWP #WA-2018-161

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction" Latest Edition, and adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the plans and these Special Provisions.

SECTION 1: SCOPE OF WORK

This project includes replacement of the existing Air Compressor for the Truckee Meadows Water Reclamation Facility (TMWRF). The scope shall also include the following:

1. The Demolition Work includes, but is not necessarily limited to, the following:
 - a. Disconnect and remove existing air compressor and electrical accessories as shown on the Contract Drawings.
 - b. Remove existing compressed air piping and water piping shown on the Contract Drawings.
2. The New Work includes, but is not necessarily limited to, the following:
 - a. Contractor to provide a new 100 HP Water-Cooled VSD Oil-Free Air Compressor as shown on the Contract Drawings and specified in the Specifications.
 - b. Contractor to provide new local controls to replace the existing local controls as shown on the Contract Drawings and specified in the Specifications.
 - c. Contractor to provide new compressed air piping, water piping and accessories as shown on the Contract Drawings and specified in the Specifications.
 - d. Contractor to provide new redundant heat exchangers, pump, and accessories as shown in the Contract Drawings and specified in the Specifications.

The work of this Contract is located at the Truckee Meadows Water Reclamation Facility, 8500 Clean Water Way, Reno, Nevada 89502.

SECTION 2: SPECIAL PROVISIONS

The requirements set forth in these "Special Provisions" shall be used in addition to those set forth in "Standard Specifications for Public Works Construction".

SECTION 3: STANDARD SPECIFICATIONS

All materials furnished and work performed shall be done in accordance with the most current edition of the "Standard Specifications for Public Works Construction" (Orange Book) and any revisions thereto if not covered or amended by the Special Provisions. The "Standard Specifications for Public Works Construction" are herein referred to as "Standard Specifications".

SECTION 4: STANDARD DETAILS

All materials furnished and work performed shall be done in accordance with the most current edition of the "Standard Details for Public Works Construction" (Orange Book) and any revisions thereto if not covered or amended by the Special Provisions. The "Standard Details for Public Works Construction" are herein referred to as "Standard Details".

SECTION 5: NOTICE TO PROCEED AND TIME SCHEDULE

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated time limits. All work described in this document shall be completed within one-hundred (100) working days from the time of issuance of the Notice to Proceed. The Notice to Proceed date will be discussed and determined at the Pre-construction meeting.

A Gantt style Project Schedule shall be developed by the Contractor and submitted to the Engineer for review and approval. The Project Schedule shall be submitted a minimum of one (1) week prior to the Pre-construction Meeting. Project Schedules shall be edited and provided to Engineer following any large modifications to the Project timeframe.

Two-week look ahead schedules shall be updated and provided by Contractor at all Construction Progress Meetings.

SECTION 6: LIQUIDATED DAMAGES

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City, FIVE HUNDRED DOLLARS (\$500.00) for each and every working day of delay in finishing the work in excess of the number of working days prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges. The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

SECTION 7: EXCUSABLE DELAYS

The CONTRACTOR shall not be assessed with liquidated damage nor the cost of Project Coordinating inspection during any delay in the completion of the work caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or due to such causes, provided that the CONTRACTOR shall within ten (10) days from the beginning of such delay notify the Project Coordinator in writing of the causes of delay. The Project Coordinator's findings of the facts thereon shall be final and conclusive.

SECTION 8: INTENT OF THE SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete outline of work, which the CONTRACTOR undertakes to do in full compliance with the contract.

The CONTRACTOR shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the contract and shall include the cost of these items in the contract unit prices for the several units of work. All items of work called for on the plans or in the specifications and not included as a separate item in the proposal shall be considered as incidental to the other items listed in the proposal and the payment for such incidental items shall be considered as included in the contract unit prices bid.

SECTION 9: AUTHORITY OF THE PROJECT COORDINATOR AND INSPECTOR

All work shall be done under the supervision of the Project Coordinator acting on behalf of the City. The

Project Coordinator shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans and specifications, acceptable fulfillment of the contract and compensation under the specifications. He shall determine the amount of work performed and materials furnished and his decision and estimate shall be final. The Project Coordinators estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The Project Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Engineer.

The CONTRACTOR is responsible to provide, coordinate and schedule all inspections. Inspections related to satisfaction of the City of Sparks Building Permit shall be performed by the City. The Owner will provide Construction Observation and Management.

SECTION 10: CHANGE ORDERS

The City of Sparks reserves the right to make alterations or supplements to the Contract. Change Order Forms are required for all changes in decreases and/or increases of quantities and/or dollar amount changes in accordance with the Standard Specifications and required by the City of Sparks.

SECTION 11: COOPERATION WITH OTHER CONTRACTORS

The CONTRACTOR shall cooperate with other CONTRACTOR's who may be employed by the City on construction of other work adjacent to or in the proximity of the location of the project.

SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS

Trash, construction debris, cleared vegetation, excavated material unsuitable to be incorporated in the construction shall become the property of the CONTRACTOR and shall be removed by the CONTRACTOR and shall be legally disposed of offsite in accordance with all federal, state and local regulations.

SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS

If the CONTRACTOR's operations result in damage to any publicly or privately-owned facilities outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the owner of the damaged property.

If the CONTRACTOR negotiates with property owners for the use of land for construction operations outside the limits of the construction easements, he shall do so at his own risk and the City will assume no liability for such use of private property. All agreements between the CONTRACTOR and private property owners shall be in writing and the City will be furnished copies of such agreements.

At no time will the CONTRACTOR be allowed to store debris or materials on the street overnight. All asphalt, concrete, soil and aggregate base will be hauled off at the conclusion of each working day. Materials for installation of Drop Inlets (Pipe, boxes frame and cover) will be allowed to be stored onsite with the approval of the Project Coordinator or inspector.

SECTION 14: PROTECTION OF EXISTING UTILITIES

Utility locations are provided for reference in determining the required scope of the work. The location and completeness of existing utilities shown on the plans are not guaranteed, but indicates generally their location according to the best knowledge of the Project Coordinator. Existing utilities are not always shown on design drawings for clarity in areas where existing utilities are congested. The CONTRACTOR shall make all investigations as necessary to satisfy himself as to the field conditions prior to bidding and construction.

The CONTRACTOR shall notify Underground Services Alert (USA Dig) at 1-800-227-2600, and NV Energy, Truckee Meadows Water Reclamation Facility (TMWRF), The City of Sparks, Truckee Meadows Water Authority (TMWA), SBC, Charter Communications and other cable companies not less than five (5) working days prior to the start of construction to verify the location and depths of utilities.

The CONTRACTOR shall inform himself of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utilities. Any damage caused by operation of the CONTRACTOR shall be repaired by the CONTRACTOR at his own expense. It shall be the CONTRACTOR's responsibility to contact the impacted utility for any replacement hardware.

SECTION 15: CONTRACT AMOUNT

The total amount payable under this contract shall be determined by the sum of the amounts earned and the various quantities of repairs actually made and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The various quantities of repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary quantities as may be necessary.

SECTION 16: PRECONSTRUCTION CONFERENCE

After the execution of the contract, but prior to the commencement of any work, a preconstruction conference between the CONTRACTOR, TMWRF, and the Engineer will be held at a mutually acceptable time and place.

SECTION 17: MEASUREMENT AND APPLICATION FOR PAYMENT

Whenever possible, the actual quantities installed or work performed on any project shall be measured on the site of the work by a crew composed of both the CONTRACTOR and the Project Coordinator. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the Project Coordinator shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the Project Coordinator participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the Project Coordinator.

Lump Sum items will not be paid until they are finally complete unless a schedule of values is provided for sub components that can be verified by the owner; then the value of the complete components will be paid minus retention.

Application for payment shall be in satisfactory spreadsheet type form and submitted to Engineer for review and approval. EJCDC Application for Payment Form (C-620) or approved alternate shall be used. Engineer will provide form C-620 in excel format to Contractor upon request Retainage will be held and released per NRS requirements.

Submitted application for payment form shall be signed, correct, include application number and date, and include appropriate substantiating data to support amounts included in application for payment. Lump sum items shall be prorated as realistically as possible to reflect the work completed for those items.

SECTION 18: SURFACE MOUNTED UTILITY ADJUSTMENT

It shall be the CONTRACTOR's responsibility to adjust all surface mounted utility appurtenances, such as manholes, survey monument covers and valve boxes to grade consistent with the grade of the restored street surface.

SECTION 19: PRE/POST-CONSTRUCTION WALK-THRU

The CONTRACTOR, Inspector, and/or Project Coordinator shall conduct a pre and post construction walk-thru. This shall be accomplished to determine limits of construction and existing conditions at each site and the surrounding area. The CONTRACTOR should walk the site and note all existing conditions. Concrete pavers, mow strips, fencing, edging, sprinklers block and brick walls, etc. are within this area. Any damage and finish back to these landscapes will be included within the scope of work and no additional pay item will be allowed for this work.

tape will be provided to the City. Areas near the property lines, back of sidewalk and driveways, landscaping, mow strips, fences and edging should be filmed in great detail to avoid any damage or disputes with property owners. The CONTRACTOR will be required to replace and or repair all areas that damaged by construction activities. Areas that are in question or concern should be noted on the video and the CONTRACTOR should notify the project coordinator or inspector.

SECTION 20: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

The CONTRACTOR shall not perform any contract work on Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and/or approved by the City Project Coordinator and as specified herein. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the City Project Coordinator and as specified herein.

If the CONTRACTOR plans to perform work outside of the twelve (12) hours available during a regular working day, the CONTRACTOR shall first obtain approval from the City Project Coordinator at least twenty-four (24) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Sunday, he/she shall obtain approval by the Thursday prior to work on the Sunday for which work is planned. If the CONTRACTOR plans to perform work on a legal Holiday, he/she shall first obtain approval from the City Project Coordinator at least 48 hours in advance.

The CONTRACTOR shall be charged for all of City of Sparks' employee(s) time spent for overtime, Saturday, Sunday or Holiday work, based on the employee's hourly rate, plus benefits. The CONTRACTOR will be notified of the costs incurred and if the payment is not made, such costs will be deducted from any payment due to the CONTRACTOR.

The CONTRACTOR's normal working hours shall be from 7:00 A.M. until 7:00 P.M., Monday through Friday unless otherwise required by these specifications or approved in writing by the City Project Coordinator when requested in writing by the CONTRACTOR, excluding but not limited to, the following legal Holidays, recognized by the City of Sparks:

January 1	New Year's Day
3 rd Monday in January	Martin Luther King, Jr. Birthday
3 rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
4 th Friday in November	Family Day (day after Thanksgiving)
December 25	Christmas Day

SECTION 21: SUBMITTALS

Submittals for the following items shall be provided and shall have been compiled within the previous 12 months. One (1) electronic copy of each item should be submitted unless otherwise noted.

- Worker Certifications (if necessary)
- Bonds and Insurance
- Project Schedule and Three-Week Outlook Schedules. Project schedule shall be submitted a

minimum of one (1) week prior to Pre-construction Meeting.

- Letter from Contractor to identify Contractor 24-hour emergency contact person and Contractor's authorized representative
- Outage Plans
- Electrical Gear submittal with shop drawings
- Information needed for Arc Flash by others
- Concrete Patch Mix Design
- Asset Attribute List
- Controls Equipment
- Conductors
- Raceway's and Boxes
- Grounding and bonding
- Disconnects
- Low voltage Transformers
- Data and Fiber cabling
- Data Cabinet
- Manufacturer's certification
- Start Up report
- User Manuals/Operations and Maintenance Manuals
- Test Results and Reports
- Record Drawings

Submittals for the items listed above shall be submitted to the Engineer and approved for use prior to implementation into the Project. Engineer shall have fourteen (14) days to review and comment on information submitted. Submittal transmittal will be provided by the Engineer in electronic format for Contractor use.

SECTION 22: FORCE ACCOUNT

THIS ITEM SHALL BE IDENTIFIED AS A CONTINGENT ITEM. The use of this contingent item will be as directed by the Project Coordinator. The quantity of the above contingent item of work, as set forth on the bid schedule represent no actual estimate, is nominal only and may be greatly increased or decreased or reduced to zero. The increase or reduction of this quantity as compared with that set forth on the bid schedule shall not constitute a basis for claim by the CONTRACTOR for extra payment or damages.

Force Account items as defined by the City of Sparks will be additions to the contract arising within the course and scope of the contract for incidental costs due to unforeseen circumstances. Unforeseen circumstances include but are not limited to the following:

Emergency repairs, complications arising with interfacing new improvements to existing improvements, emergency pumping, emergency light/power plants, premium time or overtime to accelerate portions of work, unexpected utility modifications or conflicts, correcting existing substandard work, requested traffic control measures or signage, over-excavation of unsuitable materials, unknown field conditions, underground storage tanks, asbestos encountered, or any other miscellaneous or incidental items related to unforeseen circumstances.

Any force account items shall be adjusted daily upon report sheets, furnished to the Project Coordinator by the CONTRACTOR and signed by both parties. These daily reports shall thereafter be considered the true record of force account items for unforeseen circumstances. No additional incidental work shall be performed or made except upon a written order from the Project Coordinator.

SECTION 23: INSURANCE AND INDEMNIFICATION

The CONTRACTOR shall not commence any work nor permit a Subcontractor to commence work on this project until satisfactory proof has been presented to the City of Sparks Purchasing Division that all insurance requirements as outlined by the City have been met.

The CONTRACTOR shall provide and maintain, during the effective life of the awarded contract, Comprehensive General Liability Insurance covering the CONTRACTOR and the City of Sparks.

SECTION 24: SEQUENCE OF CONSTRUCTION

The design should be constructed in a manner to minimize the effects to the plant operations and minimize service outage. Outages shall be brief and only as approved by the owner. Temporary power and control outages can last a maximum of four (4) hours but outages for some specific equipment may have shorter allowable timeframes. Not all work days or work shifts may be suitable for power and control shutdowns.

Contractor to develop a power and control Shutdown Schedule and submit schedule to the Engineer for review and approval. Contractor to consider plant operations during specific days and shifts when developing a Shutdown Schedule. Close coordination with Owner will be required during development of a Shutdown Schedule and during implementation of shutdowns to avoid delays during work.

Temporary service for each piece of equipment shall be provided. The Contractor shall submit a detailed outage plan and time schedule for approval by plant operations before removing any equipment, conduits, circuits or structures from service.

SECTION 25: MEETINGS

Contractor is required to attend the following anticipated meetings:

- Pre-bid Meeting
- Pre-Construction Meeting
- Construction Progress Meetings
- Substantial completion walkthrough
- Final completion walkthrough

Meetings will typically be held at the TMWRF Training Facility. Walkthroughs will occur at the Project site unless determined otherwise. The list of meetings above is not necessarily all inclusive. Other meetings may be necessary as determined by Owner or warranted by the work.

SECTION 26: TESTING, TRAINING, START UP, DEMONSTRATION, COMMISSIONING

Testing will be detailed in the electrical specifications and drawings and will be performed by a certified third party approved by the OWNER and paid for by the CONTRACTOR. Twenty-four (24) hour notice must be given by the CONTRACTOR to the Project Coordinator or Inspector prior to any testing so that all testing work will be done in the presence of the OWNER or OWNER'S Representative. See individual Technical Specification Division 16 for additional requirements.

SECTION 27: CLOSEOUT PROCEDURES

Contractor shall complete all the work within the time designated in the Agreement unless modified by Change Order or the Certificate of Substantial Completion. Contractor shall complete Work and send subsequent written notice(s) to Owner and Engineer certifying that Work or designated portion of the Work is Substantially Complete. Contractor shall submit all warranty certificates at the time of application for Substantial Completion. The guarantee and warranty periods begin with the date of Final Acceptance. However, in connection with any specific equipment certified by the Owner as completed and its use or operation thereof for its intended purpose is assumed by the Owner, the warranty period for such equipment shall begin with the beginning date of such use or operation.

In preparation for Substantial Completion or occupancy, Contractor to conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds.

Contractor to compile Operations and Maintenance manual for the Project. See requirements in individual Technical Specifications sections.

The Contractor shall maintain and provide Record Drawings prior to Project closeout. Record Drawings shall be full size drawings which capture and notate all differences between the work constructed and the design shown in the Drawings. Notes and sketches shall be complete, legible, precise, correct, and detailed.

The Contractor, prior to requesting final payment, shall complete, obtain, and submit the following items to the Engineer, as applicable:

- Substantial Completion Walkthrough
- Final Completion Walkthrough
- Written guarantees, where required.
- O&M Manual, Technical Manuals and instructions.
- Maintenance stock items; spare parts; special tools.
- Completed and approved record documents.
- Certificates of inspection and certificates of acceptance by local governing agencies.
- Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
- Release form from all property owners for which the Contractor has made agreements.
- Submit final pay request to Owner in accordance with the Contract.

SECTION 28: PERMITS

The Contractor shall apply for and obtain a City of Sparks Building Permit for the work utilizing the project drawings. The permit fee shall be based on the contractor's bid amount and shall be included in the Mobilization bid item. The Contractor shall comply with all permit requirements including but not limited to coordinating inspections from the building department and filing completion paperwork.

The contractor shall be responsible for and compliant with all other applicable Federal, State, and local standards.

BID ITEM CLARIFICATIONS
TMWRF AIR COMPRESSOR REPLACEMENT
Bid #17/18-019 / PWP #WA-2018-161

BID ITEM 1 ~ MOBILIZATION (LUMP SUM)

- A. No specific unit of measurement shall apply to the lump sum item “Mobilization”.
- B. The bid price for “Mobilization” shall constitute full payment for “Mobilization”, complete as specified. The bid price shall constitute full pay for all labor, materials, tools, equipment and incidentals necessary to comply with these Specifications including, but not limited to, coordinating, obtaining and maintaining all bonds, permits, and licenses; moving equipment and materials onto and off the site; furnishing and erecting construction trailers, temporary utilities, and other construction facilities; and all preparatory work as required for the proper performance and completion of the project (including work items not identified in a separate bid item), all in accordance with the Contract Documents. This item also includes de-mobilization.

BID ITEM 2 ~ DEMOLITION OF EXISTING AIR COMPRESSOR AND ACCESSORIES (LUMP SUM)

- A. No specific unit of measurement shall apply to the lump sum item “Demolition of Existing Air Compressor and Accessories”.
- B. The bid price for “Demolition of Existing Air Compressor and Accessories” shall constitute full payment for “Demolition of Existing Air Compressor and Accessories”, complete as specified. The bid price shall constitute full pay for all labor, materials, tools, equipment and incidentals necessary to comply with these Specifications including, but not limited to, the removal of the existing air compressor, controls, and accessories in total as may be required by Project permits, all in accordance with the Contract Documents.

BID ITEM 3 ~ INSTALLATION OF NEW AIR COMPRESSOR AND ACCESSORIES (LUMP SUM)

- A. No specific unit of measurement shall apply to the lump sum item “Demolition of Existing Air Compressor and accessories”.
- B. The bid price for “Installation of New Air Compressors and Accessories” shall constitute full payment for “Installation of New Air Compressor and Accessories”, complete as specified. The bid price shall constitute full pay for all materials, tools, equipment and incidentals necessary to comply with these Specifications including, but not limited to, the purchase and installation of the new compressor, controls, and accessories all in accordance with the Contract Documents. This item includes startup and testing services.

BID ITEM 4 ~FORCE ACCOUNT (LUMP SUM)

- A. No specific unit of measurement shall apply to the lump sum item “Force Account”.
- B. A force account has been established for this project and shall be included in each bid. The Force Account will be utilized only for extra work not included in the contract documents which is authorized by the Engineer after the bid opening under the direction of the Owner. This item is a contingent item which means this item may be increased by the Owner or reduced to zero without modification to other bid items and without compensatory compensation to the Contractor.



TECHNICAL SPECIFICATIONS

FOR

TRUCKEE MEADOWS
WATER RECLAMATION FACILITY
AIR COMPRESSOR REPLACEMENT

AT

8500 CLEAN WATER WAY
RENO, NEVADA 89502

March 16th, 2018



Approved by: Chris Rounds, P.E.

CR ENGINEERING PROJECT No. 115717

Truckee Meadows Reclamation Facility
Air Compressor Replacement

Project Directory

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Reno, NV 89502

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MECHANICAL ENGINEERING CONSULTANT

CR ENGINEERING
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Reno, Nevada 89521

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
- B.
 - 1. Project meetings.
 - 2. Requests for Interpretation (RFIs).
- C. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Delivery and processing of submittals.
 - 3. Progress meetings.

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4. Preinstallation conferences.
5. Project closeout activities.
6. Startup and adjustment of systems.
7. Project closeout activities.

1.4 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Construction waste management and recycling.
 - p. Parking availability.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries and priorities.
 - s. Progress cleaning.
 - t. Working hours.
 3. Minutes: Record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

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- meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Work hours.
 - 9) Hazards and risks.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) RFIs.
 - 15) Pending changes.
 3. Minutes: Record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.5 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer and Construction Manager.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.

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7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Hard-Copy RFIs: CSI Form 13.2A.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
- E.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties.
- C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Furnish six (6) sets of submittals (bound with cover) of manufacturer's data sheets for all materials, plumbing fixtures, drains, valves, and specialties for approval of the architect/engineer prior to purchase and installation. Incomplete submittals will not be reviewed.
- C. Electronic submittals in adobe PDF format, in lieu of paper copies, will only be accepted if prior written authorization is granted by the owner, architect, and general contractor.
- D. Substituted items shall be submitted with manufacturer's descriptive data and must show equality to item specified. Information on substituted items must be complete, including, but not limited to: design, construction materials, and construction quality. Engineer will not research information required to compare equipment. Engineer reserves the right to require specified item.
 - 1. After the first resubmittal contractor shall provide specified item.
- E. Contractor has two chances (one submittal and one resubmittal) to substitute a piece of equipment from specified equipment. If piece of equipment is still unacceptable to engineer, contractor to provide specified equipment.

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- F. Submit manufacturer's descriptive data within ten (10) working days after award of the contract. Materials and fixtures shall not be ordered prior to submittal approval. Allow ten (10) working days after receipt of submittals in the engineer's office before reviewed submittals will be returned.
- G. Upon completion of the project, and prior to final acceptance payment, submit one (1) set of as-built drawings and three sets of operating and maintenance instructions (bound in 3-ring binders).
- H. Resubmittal Review: Allow 10 working days for review of each resubmittal.
- I. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- J. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- K. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- L. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
 - 1. Transmittal Form: Use AIA Document G810.
- M. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- N. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

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PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 - 4. Number of Copies: Submit six copies of Product Data, unless otherwise indicated. Engineer will return five copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 - 3. Number of Copies: Submit two opaque (bond) copies of each submittal. Engineer will return one copy.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

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1. Number of Copies: Submit six copies of product schedule or list, unless otherwise indicated. Engineer will return five copies.
- E. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
 1. Number of Copies: Submit six copies of subcontractor list, unless otherwise indicated. Engineer will return five copies.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

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SECTION 014000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. Tolerances.
- C. Manufacturers' field services and reports.
- D. Testing and inspections.

1.2 RELATED SECTIONS

- A. Section 013300 - Submittals.
- B. Individual Specification Sections.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- 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. Perform work by persons qualified to produce workmanship of specified quality.

1.4 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

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1.5 PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 014000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Division 23 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Substitution Requests: Submit (4) four copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

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- b. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- 1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 10 working days of receipt of request, or 7 working days of receipt of additional information or documentation, whichever is later.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
- 1. Store materials in a manner that will not endanger Project structure.
 - 2. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 3. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 4. Protect stored products from damage and liquids from freezing.

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1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 10 working days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Engineer.

- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

- C.
 - 1. Requested substitution does not require extensive revisions to the Contract Documents.

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2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
3. Substitution request is fully documented and properly submitted.
4. Requested substitution will not adversely affect Contractor's Construction Schedule.
5. Requested substitution is compatible with other portions of the Work.
6. Requested substitution has been coordinated with other portions of the Work.
7. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.

- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.

- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

- D.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

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3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. 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.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. 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.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 2. Allow for building movement, including thermal expansion and contraction.

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- 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Electrical Connections: All splices must be made in junction boxes. EMT is to be used to connect equipment to electrical service.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 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. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. 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.
- I. 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.

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- J. 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.

3.5 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 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: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

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

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 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.
- D. Remove and replace chipped, scratched, and broken glass or reflective surfaces.
- E. END OF SECTION 017300

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SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 23 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.3 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

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

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- B. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- C. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements of the existing building.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

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2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
- E. Roof patching: Contractor is responsible for keeping existing foam roof weather tight. Contractor to patch and repair any damages to roof caused by construction of this project. Patch and repair shall be per roofing manufacturer's instructions.

END OF SECTION 017329

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
- B.
 - 1. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

3.2 DISPOSAL OF WASTE

- A. General: Remove waste materials from Project site and legally dispose of them in a landfill acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

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- C. Disposal: Transport waste materials and dispose of at designated spoil areas on Owner's property.
- D. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- C. See Divisions 23 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 6. Complete startup testing of systems.
 - 7. Submit test/adjust/balance records.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 10. Complete final cleaning requirements, including touchup painting.
 - 11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

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1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
- B.
 - 1. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 3. Submit pest-control final inspection report and warranty.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- C. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit four (4) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- C.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Sweep concrete floors broom clean in unoccupied spaces.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Replace parts subject to unusual operating conditions.
 - k. Leave Project clean and ready for occupancy.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

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END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
- B.
 - 1. Operation manuals for systems, subsystems, and equipment.
 - 2. Maintenance manuals for the care and maintenance of systems and equipment.
- C. See Divisions 23 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit one copy of each manual in final form at least 10 days before final inspection. Engineer will return copy with comments within 10 days after final inspection.
 - 1. Correct or modify each manual to comply with Engineer's comments. Submit 3 copies of each corrected manual within 10 days of receipt of Engineer's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Engineer.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E.

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

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and

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telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Product Information: Include the following, as applicable:
- D.
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures:
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

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- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

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

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Divisions 23 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
 - 5. If any substitutions are made from scheduled products, Contractor is to mark schedules to reflect what was installed.
 - 6. Submit Record Drawings to Engineer.

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2.2 MISCELLANEOUS RECORD SUBMITTALS

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

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

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

END OF SECTION 017839

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SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. See Divisions 23 Sections for specific requirements for demonstration and training for products in those Sections.

1.2 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1.3 QUALITY ASSURANCE

- A. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Engineer.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
 - 2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
 - 3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings, trouble indications, and error messages; and required sequences for electric or electronic systems.
 - 4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions;

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operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.

5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.
7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Owner will furnish an instructor to describe Owner's operational philosophy.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 1. Schedule training with Owner with at least seven days advance notice.

END OF SECTION 017900

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SECTION 230519 - METERS AND GAGES FOR WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

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

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Wiring Diagrams: For power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

- A. Product certificates.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 BIMETALLIC-ACTUATED THERMOMETERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Miljoco Corporation.
 2. Trerice, H. O. Co.
 3. Weiss Instruments, Inc.
 4. Weksler Glass Thermometer Corp.
 5. Or approved Equal.
- B. Standard: ASME B40.200.
- C. Case: sealed type(s); cast aluminum or stainless steel with 4-inch minimum diameter.
- D. Dial: Non-reflective aluminum with permanently etched scale markings and scales in deg F

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- E. Connector Type(s): Union joint, adjustable angle and rigid, bottom, with unified-inch screw threads.
- F. Connector Size: 1/2 inch with ASME B1.1 screw threads.
- G. Stem: 0.25 or 0.375 inch diameter; stainless steel.
- H. Window: Plain glass.
- I. Ring: Stainless steel.
- J. Element: Bimetal coil.
- K. Pointer: Dark-colored metal.
- L. Accuracy: Plus or minus 1 percent of scale range.

2.2 THERMOWELLS

- A. Standard: ASME B40.200.
- B. Description: Pressure-tight, socket-type fitting made for insertion into piping tee fitting.
- C. Material for Use with Stainless Steel Piping: CRES.
- D. Type: Stepped shank unless straight or tapered shank is indicated.
- E. External Threads: NPS 1/2, NPS 3/4, or NPS 1, SME B1.20.1 pipe threads.
- F. Internal Threads: 1/2, 3/4, and 1 inch with ASME B1.1 screw threads.
- G. Bore: Diameter required to match thermometer bulb or stem.
- H. Insertion Length: Length required to match thermometer bulb or stem.
- I. Lagging Extension: Include on thermowells for insulated piping and tubing.
- J. Bushings: For converting size of thermowells internal screw thread to size of thermometer connection.
- K. Heat-Transfer Medium: Mixture of graphite and glycerin.

2.3 PRESSURE GAGES

- A. Direct-Mounted, Metal-Case, Dial-Type Pressure Gages:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Miljoco Corporation.
 - b. Terice, H. O. Co.

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- c. Weiss Instruments, Inc.
 - d. Weksler Glass Thermometer Corp.
 - e. Or approved Equal.
-
- 2. Standard: ASME B40.100.
 - 3. Case: Sealed type(s); cast aluminum or stainless steel with 4-inch minimum diameter.
 - 4. Pressure-Element Assembly: Bourdon tube unless otherwise indicated.
 - 5. Pressure Connection: Stainless Steel, with NPS 1/4 or NPS 1/2 ASME B1.20.1 pipe threads and bottom-outlet type unless back-outlet type is indicated.
 - 6. Movement: Mechanical, with link to pressure element and connection to pointer.
 - 7. Dial: Nonreflective aluminum with permanently etched scale markings graduated in psi
 - 8. Pointer: Dark-colored metal.
 - 9. Window: Glass.
 - 10. Ring: Crimped 304 Stainless Steel.
 - 11. Accuracy: Grade A, plus or minus 1 percent of middle half of scale range.

2.4 GAGE ATTACHMENTS

- A. Valves: Stainless-steel needle, with NPS 1/4 or NPS 1/2 ASME B1.20.1 pipe threads.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install thermowells with socket extending one-third of pipe diameter and in vertical position in piping tees.
- B. Install thermowells of sizes required to match thermometer connectors. Include bushings if required to match sizes.
- C. Install thermowells with extension on insulated piping.
- D. Fill thermowells with heat-transfer medium.
- E. Install direct-mounted thermometers in thermowells and adjust vertical and tilted positions.
- F. Install direct-mounted pressure gages in piping tees with pressure gage located on pipe at the most readable position.
- G. Install flow indicators in piping systems in accessible positions for easy viewing.
- H. Assemble and install connections, tubing, and accessories between flow-measuring elements and flowmeters according to manufacturer's written instructions.
- I. Install thermometers in the following locations:
 - 1. Inlet and outlet of each heat exchanger.
- J. Install pressure gages in the following locations:

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1. Suction and discharge of each pump.

3.2 CONNECTIONS

- A. Install meters and gages adjacent to machines and equipment to allow service and maintenance of meters, gages, machines, and equipment.

3.3 ADJUSTING

- A. After installation, calibrate meters according to manufacturer's written instructions.
- B. Adjust faces of meters and gages to proper angle for best visibility.

3.4 THERMOMETER SCHEDULE

- A. Thermometers installed on hydronic piping as shown on the drawings shall be the following:
 1. Sealed, bimetallic-actuated type.

3.5 THERMOMETER SCALE-RANGE SCHEDULE

- A. Scale Range for Compressor Cooling Water: 0 to 250 deg F

3.6 PRESSURE-GAGE SCHEDULE

- A. Pressure gages installed on water piping as shown on the drawings shall be the following:
 1. Sealed, direct-mounted, metal case.

3.7 PRESSURE-GAGE SCALE-RANGE SCHEDULE

- A. Scale Range for Cooling, Compressor Cooling Water: 0 to 160 psi

END OF SECTION 230519

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SECTION 230523.12 - BALL VALVES FOR WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Stainless steel ball valves.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance:
 - 1. ASME B1.20.1 for threads for threaded-end valves.
 - 2. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
 - 3. ASME B16.18 for solder-joint connections.
 - 4. ASME B31.1 for power piping valves.
 - 5. ASME B31.9 for building services piping valves.
- C. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- D. Valve Sizes: Same as upstream piping unless otherwise indicated.
- E. Valve Actuator Types:
 - 1. Handlever: For quarter-turn valves smaller than NPS 4.
- F. Valves in Insulated Piping:
 - 1. Include 2-inch stem extensions.
 - 2. Extended operating handle of nonthermal-conductive material, and protective sleeves that allow operation of valves without breaking the vapor seals or disturbing insulation.
 - 3. Memory stops that are fully adjustable after insulation is applied.
- G. Valve Bypass and Drain Connections: MSS SP-45.

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2.2 STAINLESS STEEL BALL VALVES

A. Two-Piece Stainless Steel Ball Valves with Full Port and Stainless Steel Trim:

1. Ball valves shall be compatible with copper cold press pipe system. Refer to specification Section 232113 "Water Piping" for piping requirements.
2. Description:
 - a. Standard: MSS SP-110.
 - b. SWP Rating: 150 psig.
 - c. CWP Rating: 600 psig.
 - d. Body Design: Two piece.
 - e. Body Material: Stainless Steel.
 - f. Ends: Press Fitting
 - g. Seats: PTFE.
 - h. Stem: Stainless steel.
 - i. Ball: Stainless steel, vented.
 - j. Port: Full.

PART 3 - EXECUTION

3.1 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.

3.2 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified SWP classes or CWP ratings are unavailable, the same types of valves with higher SWP classes or CWP ratings may be substituted.

END OF SECTION 230523.12

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SECTION 230529 - HANGERS AND SUPPORTS FOR PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Metal pipe hangers and supports.
 2. Fastener systems.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Hangers and supports for plumbing piping shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
- B. Hangers and supports are to be coordinated with Section 230548 "Vibration and Seismic Controls for Piping". Hangers and supports and the attachment to the building shall be part of the Delegated Design requirements identified in Section 230548.
- C. Structural Performance: Hangers and supports for plumbing piping shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
1. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 3. Design seismic-restraint hangers and supports for piping and equipment.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Stainless-Steel Pipe Hangers and Supports:
1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.

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2. Padded Stainless Steel Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
3. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel.

2.2 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Fastener System Installation:
 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
- C. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- D. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- E. Install lateral bracing with pipe hangers and supports to prevent swaying.
- F. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

3.2 ADJUSTING

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

3.3 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.

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- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use stainless-steel pipe hangers and stainless-steel or corrosion-resistant attachments for hostile environment applications.
- D. Use padded hangers for piping that is subject to scratching.
- E. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Stainless Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
 - 2. Adjustable, Stainless Steel Band Hangers (MSS Type 7): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
 - 3. Stainless Steel U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
- F. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
- G. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Stainless Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 - 2. Stainless Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
- H. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Stainless Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 - 2. Top-Beam Stainless Steel C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
 - 3. Stainless Steel Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 - 4. Stainless Steel Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 5. Stainless Steel Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 - 6. Stainless Steel C-Clamps (MSS Type 23): For structural shapes.
 - 7. Welded Stainless Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
- I. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Stainless Steel Pipe Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.

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2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
- J. Use powder-actuated fasteners instead of building attachments where required in concrete construction.

END OF SECTION 230529

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SECTION 230548 - VIBRATION AND SEISMIC CONTROLS FOR PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Seismic bracing for plumbing systems (equipment, piping, and conduit) shall comply with all applicable requirements of the 2012 International Building Code (IBC) including all applicable provisions of the American Society of Civil Engineers (ASCE) Minimum Design Loads for Buildings and Other Structures (ASCE Standard 7-10). Basic seismic design criteria for each project shall be as listed on the structural drawings for that project.
- B. Compliance with the applicable seismic bracing requirements shall be accomplished utilizing the most current version of one of the following design manuals (no exceptions):
 - 1. International Seismic Application Technology (ISAT) Design Manual
 - 2. Mason Industries Seismic Restraint Design Manual
 - 3. Kinetics Noise Control Seismic Design Manual
 - 4. Vibro-Acoustics Seismic Design Manual
- C. A complete bound copy of the applicable design manual shall be provided to the Owner at the beginning of the construction period for use/reference during the course of the project.
- D. Component Importance Factors (Ip) for all plumbing equipment, piping, and conduit shall be determined and assigned in accordance with ASCE Standard 7-10 Section 13.1.3.
- E. Section Includes:
 - 1. Elastomeric isolation pads.
 - 2. Restraint channel bracings.
 - 3. Restraint cables.
 - 4. Seismic-restraint accessories.
 - 5. Mechanical anchor bolts.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Delegated-Design Submittal: For each vibration isolation and seismic-restraint device.
 - 1. Include design calculations and details for selecting vibration isolators and seismic restraints complying with performance requirements, design criteria, and analysis data signed and sealed by a qualified Mechanical or Structural Professional Engineer licensed in the state of Nevada responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Professional Engineer
- B. Welding certificates.
- C. Field quality-control reports.

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1.4 QUALITY ASSURANCE

- A. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- C. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are unavailable, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified structural professional engineer licensed in the state of Nevada.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:
 - 1. Site Class as Defined in the IBC: C.
 - 2. Assigned Seismic Use Group or Building Category as Defined in the IBC: IV.
 - a. Component Importance Factor: 1.5.
 - b. Component Response Modification Factor (See Table 13.6-1 or ASCE 7-05).
 - 3. Design Spectral Response SDs 1.00.
 - 4. Design Spectral Response SD1.495.

2.2 ELASTOMERIC ISOLATION PADS

- A. Elastomeric Isolation Pads: .
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Isolation Technology, Inc.
 - b. Kinetics Noise Control, Inc.
 - c. Mason Industries, Inc.
 - d. Vibro-Acoustics.
 - 2. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
 - 3. Size: Factory or field cut to match requirements of supported equipment.
 - 4. Pad Material: Oil and water resistant with elastomeric properties.
 - 5. Surface Pattern: Waffle pattern.
 - 6. Infused nonwoven cotton or synthetic fibers.
 - 7. Load-bearing metal plates adhered to pads.

2.3 RESTRAINT CHANNEL BRACINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper B-Line, Inc.
 - 2. Hilti, Inc.
 - 3. Mason Industries, Inc.

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4. Unistrut.
5. Vibro-Acoustics.

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

2.4 RESTRAINT CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Kinetics Noise Control, Inc.
 2. Vibro-Acoustics.
- B. Restraint Cables: ASTM A 603 galvanized-steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; with a minimum of two clamping bolts for cable engagement.

2.5 SEISMIC-RESTRAINT ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cooper B-Line, Inc.
 2. Kinetics Noise Control, Inc.
 3. Mason Industries, Inc.
 4. TOLCO.
 5. Vibro-Acoustics.
- B. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.
- C. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.
- D. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.
- E. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- F. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an evaluation service member of ICC-ES.

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- B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength is adequate to carry present and future static and seismic loads within specified loading limits.

3.2 VIBRATION CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Installation of vibration isolators must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.
- B. Equipment Restraints:
 - 1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 2. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES that provides required submittals for component.
- C. Piping Restraints:
 - 1. Comply with requirements in MSS SP-127.
 - 2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
 - 3. Brace a change of direction longer than 12 feet.
- D. Install cables so they do not bend across edges of adjacent equipment or building structure.
- E. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES that provides required submittals for component.
- F. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- H. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- I. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
 - 4. Set anchors to manufacturer's recommended torque, using a torque wrench.
 - 5. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

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3.3 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

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

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 - 1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 - 2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
 - 3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
 - 4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
 - 5. Test to 90 percent of rated proof load of device.
 - 6. Measure isolator restraint clearance.
 - 7. Measure isolator deflection.
 - 8. Verify snubber minimum clearances.
- D. Remove and replace malfunctioning units and retest as specified above.
- E. Prepare test and inspection reports.

3.5 ADJUSTING

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

END OF SECTION 230548

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SECTION 230553 – IDENTIFICATION FOR TMWRF EQUIPMENT AND PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Extent of asset identification, labelling, and tagging work is indicated by project drawings.
- B. Work described in this Section includes furnishing all labor, materials, equipment, tools and incidentals required for identification of materials, assets, and installations. All equipment shall be installed, adjusted, tested and placed in operation in accordance with these Specifications, the manufacturer's recommendations, and as shown on the Drawings.

1.2 QUALITY ASSURANCE

- A. Manufacturers: Firms shall have sufficient experience in the manufacture of equipment identification products of types required, for quality and successful manufacture of equipment identification products for this Project.

1.3 SUBMITTALS

- A. Submittals shall be submitted to the Engineer for review and acceptance prior to construction in accordance with the General Conditions.
- B. Product Data: Submit manufacturer's data on equipment identification materials and products.
- C. Samples: Submit samples of each color, lettering style and other graphic representation required for each identification material or system.

1.4 ASSET NAMING CONVENTION AND ATTRIBUTE LIST

- A. Asset identification numbers appearing on asset tags and labels or in O&M manuals shall conform to the TMWRF asset naming convention.
 - 1. Asset identification tag numbers shall be a three-digit letter prefix followed by a five-digit number. The three-digit letter prefix denotes the asset type. The first two digits in the five-digit tag number denote the process area where the asset is located. The following three digits form a unique number for the asset within the process area.
 - 2. Additional information regarding the TMWRF asset naming convention is located in the TMWRF Design Guideline Document.
- B. At the completion of the construction phase of the project, a completed Asset Attribute List shall be submitted in excel format. The Asset Attribute List shall include an entry for each asset identified within the Project construction documents. It is important that the format of the spreadsheet remain preserved and capable of direct upload to the Facility asset management database.

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Additional information regarding the Asset Attribute List is located in the TMWRF Design Guideline Document.

1.5 ASSET FIELD TAG REQUIREMENTS

- A. Consultant shall coordinate with Contractor to furnish and install Asset ID tags conforming to the requirements of this section for each asset identified in the contract documents.
- B. Coordinate information to be displayed on field tags with TMWRF prior to purchase of tags.
- C. At a minimum, an asset field tag shall include the Asset ID. Other information including lettering and wording as coordinated with OWNER, recommended by manufacturer, or as required for proper identification and operation/maintenance of instruments and equipment may be included on field tags.
- D. Install asset tags at locations indicated or at a location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate substrate.
- E. Asset tags shall be either engraved plastic laminate signs or round brass tags.

PART 2 - PRODUCTS

2.1 ENGRAVED PLASTIC LAMINATE SIGNS

- A. General: Provide engraving stock melamine plastic laminate lamicoïd-type engraved nameplates, complying with FS L P 387, in sizes and thickness indicated, engraved with engraver's standard letter styles of sizes and wording indicated, black face and white core plies (letter color) except as otherwise indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
- B. Except as otherwise indicated, provide single line of text, 1/2-inch high lettering on 1-1/2-inch high sign (2-inches high where 2 lines are required), white lettering in black field. Provide text matching terminology and numbering of the Contract documents and Shop Drawings as coordinated with TMWRF.
- C. Thickness: 1/8-inch except as otherwise indicated.
- D. Fasteners: Self-tapping screws of brass, cadmium-plated steel, or stainless steel, except contact type permanent adhesive where screws cannot or should not penetrate substrate. Stainless steel bands shall be used to attach tags to equipment if no place for proper attachment is feasible (e.g. valves).
- E. Adhesive: Nameplates shall be bonded using an epoxy or similar permanent waterproof adhesive. 3M VHB two sided foam adhesive tape is an acceptable alternative to epoxy adhesive.

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2.2 ROUND BRASS SUSPENDED TAGS

- A. Round brass tags shall be minimum 19 gauge brass, 1-1/2" diameter, and include a 3/16" diameter top hole for fastener.
- B. Lettering shall be stamped, minimum 1/4" in height, and black in color.
- C. Tags shall accurately display the Asset ID in the format described in the TMWRF Design Guideline Manual and as coordinated with TMWRF.
- D. Fastener cable shall be stainless steel braided cable.

2.3 LETTERING AND GRAPHICS

- A. General: Coordinate names, abbreviations, and other designations used in asset identification work with corresponding designations shown, specified, or scheduled.
- B. Provide numbers, lettering, and wording as indicated or, if not otherwise indicated as recommended by manufacturer or as required for proper identification and operation/maintenance of electrical system and equipment.
- C. Contractor shall color code pipes according to the designated use of each pipe. The color coding shall be done in accordance with the TMWRF Piping Color Scheme (TMWRF Design Guideline Manual). Labeling of each pipe shall be done using color coded self-adhesive vinyl tape not less than 3-mil thick by 1-1/2-inches wide. Minimum sizes for lettering and numbering shall comply with ANSI A13.1.

2.4 NAMEPLATES

- A. Manufacturers:
 - 1. MSI Marking Services
 - 2. Brimar Industries
 - 3. Seton Identification Products
 - 4. Substitutions: Section 01300-General Requirements
- B. Product Description: Provide engraving stock melamine plastic laminate lamicoïd-type engraved nameplates, complying with FS L P 387, in sizes and thickness indicated, engraved with engraver's standard letter styles of sizes and wording indicated, black face and white core plies (letter color) except as otherwise indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
- C. Thickness: 1/8-inch except as otherwise indicated.
- D. Fasteners: Self-tapping screws of brass, cadmium-plated steel, or stainless steel, except contact type permanent adhesive where screws cannot or should not penetrate substrate. Nameplates shall be bonded using an epoxy or similar permanent waterproof adhesive. Two sided foam adhesive tape by 3M VHB, or approved equal, may be utilized for fastening. Stainless steel bands shall be used to attach tags to equipment if no place for proper attachment is feasible (e.g. valves).

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2.5 PIPE MARKERS

- A. Color and Lettering: Conform to Schedule
- B. Plastic Pipe Markers:
 - 1. Manufacturers:
 - a. MSI Marking Services.
 - b. Brimar Industries.
 - c. Seton Identification Products.
 - d. Substitutions: Section 01300 – General Requirements.
 - 2. Factory fabricated, customized wording and colors, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 APPLICATION AND INSTALLATION

- A. General Installation Requirements
 - 1. Install equipment identification products as indicated, in accordance with manufacturer's written instructions.
 - 2. Substrate for adhesive plastic laminate tags shall be prepared in accordance with the manufacturer's recommendations prior to application of tags.
 - 3. Brass tags shall be affixed to assets with stainless steel braided cable secured with a crimp style fastener.
 - 4. Coordination: Where identification is to be applied to surfaces which require finish, install identification after completion of painting.
 - 5. Regulations: Comply with governing regulations and requests of governing authorities for identification of equipment.
- B. Equipment/Systems Identification
 - 1. General: Install engraved plastic laminate signs on each major unit of equipment in building. Except as otherwise indicated, provide single line of text, 1/2-inch high lettering on 1-1/2-inch high sign (2-inches high where 2 lines are required), white lettering in black field. Provide text matching terminology and numbering of the Contract documents and Shop Drawings.

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- C. Install signs at locations indicated or, where not otherwise indicated, at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate substrate.
- D. Equipment and devices shall be identified by equipment name and tag numbers, where indicated on the Drawings, and shall be utilized on all nameplates.
- E. Install underground plastic pipe markers 12 inches directly above buried pipe.
- F. Identify piping, concealed or exposed, with plastic pipe markers. Identify service and flow direction. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.

3.3 SCHEDULES

- A. Standard TMWRF Piping Color Coding: Contractor shall color code pipes according to the designated use of each pipe. The color coding shall be done in accordance with the TMWRF Piping color Scheme presented in this section. The TMWRF Piping Color Scheme is available in color and may be requested separately from the project coordinator should the user of these specifications find that reproduction has occurred in black and white.

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TMWRWF Piping Color Scheme

Type of Pipe	Fluid Types	Color Description	Color	Paint Color Order Numbers
Wastewater and Sludge	Centrate / Backwash Recovery	Light Brown		44
	Sludge / Waste Activated Sludge / Return Activated Sludge / Grit / Screenings / Scum / Backwash Waste	Dark Brown		433
	Primary Effluent / Primary Effluent / Mixed Liquor	Olive		358
	Raw Sewage / Plant Influent / Sewage	Dark Gray		424
	Secondary Effluent / Settled or Clarified / Nitrification Effluent / Denitrification Effluent / Post Air Effluent / Filter Effluent / Backwash Supply	Light Blue		412
	Plant Drain / Floor Drain / Process Drain	Black		Black
	Potable (# 1 Water)	Dark Blue		409
	Reclaimed (# 2 Water)	Light Purple		301
	Pressurized Reclaimed Water (#3 Water)	Purple		302
	Fire suppressant / Sprinklers	Red		312
Water / Reclaimed	Polymer	Orange with Dark Green Band		328 and 379
	Aluminum Sulfate	Yellow with Dark Green Band		Safety Yellow or V130 and 379
	Sodium Hydroxide / Caustic	Yellow with Dark Blue Band		Safety Yellow or V130 and 409
	Sodium Hypochlorite / Bleach	Yellow with Red Band		Safety Yellow or V130 and 312
	Sulfuric Acid	Red with Yellow Band		312 and Safety Yellow or V130
	Methanol	Orange with Black Band		Black and 328
	Magnesium Chloride	Light Green with Red Band		312 and 368
	Gas Lines / Propane / Methane / Natural Gas / Sludge Gas	Yellow		Safety Yellow or V130
	Compressed Air	Dark Green		379
	Plumbing / Vents / Foul Air	Black		Black
Gas	Lube Oil	Black		Black
	Waste Oil	Olive		358
	Oil			

Created by: Kyle Ellis
Safety Coordinator
Created March 4, 2015

Revised by: Kyle Ellis
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END OF SECTION 230553

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SECTION 231513 – COMPRESSED AIR PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes piping and related specialties for general-service compressed-air systems operating at 150 psig or less.
- B. See Section 231519 "Packaged Air Compressors and Receivers" for general-service air compressors and accessories.

1.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Compressed-air piping and support and installation shall withstand effects of seismic events determined according to SEI/ASCE 7, "Minimum Design Loads for Buildings and Other Structures.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Pressure regulators. Include rated capacities and operating characteristics.
 - 2. Automatic drain valves.
 - 3. Filters. Include rated capacities and operating characteristics.
 - 4. Lubricators. Include rated capacities and operating characteristics.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for low-pressure compressed-air piping.

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PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. Stainless Steel Pipe: ASTM A312, identifying pipe markings for the Stainless System shall conform to ASTM A999.
- B. Codes and Standards:
 - 1. ASTM A240 Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
 - 2. ASTM A312 Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes
 - 3. ASTM A403 Specification for Wrought Austenitic Stainless Steel Piping Fittings
 - 4. ASTM A554 Specification for Welded Stainless Steel Mechanical Tubing.
 - 5. ASTM A999 Specification for General Requirements for Alloy and Stainless Steel Pipe.
 - 6. ASTM B88 Specification for Seamless Copper Water Tube (dimensionally)
 - 7. ASME B1.20.1 Pipe Threads, General Purpose, Inch
 - 8. ASME B31.1 Power Piping
 - 9. ASME B31.3 Process Piping
 - 10. ASME B31.9 Building Services Piping
 - 11. ASME B36.10M Welded and Seamless Wrought Steel Pipe (dimensionally for 5S pipe wall)

2.2 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of stainless steel and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. HART Industrial Unions, LLC.
 - b. Watts; a Watts Water Technologies company.
 - c. Wilkins.
 - d. Zurn Industries, LLC.
 - 2. Description:
 - a. Standard: ASSE 1079.
 - b. Pressure Rating: 125 psig minimum at 180 deg F.
 - c. End Connections: FNPT or MNPT.
 - d. Construction: Class 3000, Insulated, Type 304 stainless steel with O-ring seal.
- C. Dielectric Flange Isolating Kits:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adadvanced Products & Systems, Inc.
 - b. Drake Specialties
 - c. Calpico, Inc.
 - d.

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2. Description:
 - a. Standard: ANSI B16.5.
 - b. Pressure Rating: 125 psig minimum at 180 deg F.
 - c. End Connections: ANSI specifications.
 - d. Construction: Nitrile with Duplex Seal.

2.3 FLEXIBLE PIPE CONNECTORS

- A. Stainless-Steel-Hose Flexible Pipe Connectors: Corrugated-stainless-steel tubing with stainless-steel wire-braid covering and ends welded to inner tubing.
 1. Working-Pressure Rating: 200 psig minimum.
 2. End Connections, NPS 2 and Smaller: Threaded steel pipe nipple.
 3. End Connections, NPS 2-1/2 and Larger: Flanged steel nipple.

2.4 SPECIALTIES

- A. Safety Valves: ASME Boiler and Pressure Vessel Code: Section VIII, "Pressure Vessels," construction; National Board certified, labeled, and factory sealed; constructed of bronze body with poppet-type safety valve for compressed-air service.
 1. Pressure Settings: Higher than discharge pressure and same or lower than receiver pressure rating.
- B. Air-Main Pressure Regulators: Bronze body, direct acting, spring-loaded manual pressure-setting adjustment, and rated for 250-psig inlet pressure, unless otherwise indicated.
- C. Air-Line Pressure Regulators: Diaphragm or pilot operated, bronze body, direct acting, spring-loaded manual pressure-setting adjustment, and rated for 200-psig minimum inlet pressure, unless otherwise indicated.
- D. Automatic Drain Valves: Stainless-steel body and internal parts, rated for 200-psig minimum working pressure, capable of automatic discharge of collected condensate. Include mounting bracket if wall mounting is indicated.
- E. Coalescing Filters: Coalescing type with activated carbon capable of removing water and oil aerosols; with color-change dye to indicate when carbon is saturated and warning light to indicate when selected maximum pressure drop has been exceeded. Include mounting bracket if wall mounting is indicated.
- F. Mechanical Filters: Two-stage, mechanical-separation-type, air-line filters. Equip with deflector plates, resin-impregnated-ribbon-type filters with edge filtration, and drain cock.

2.5 QUICK COUPLINGS

- A. General Requirements for Quick Couplings: Assembly with locking-mechanism feature for quick connection and disconnection of compressed-air hose.
- B. Automatic-Shutoff Quick Couplings: Straight-through brass body with O-ring or gasket seal and stainless-steel or nickel-plated-steel operating parts.

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1. Socket End: With one-way valve and threaded inlet for connection to piping or threaded hose fitting.
 2. Plug End: check-valve type with barbed outlet for attaching hose.
- C. Valveless Quick Couplings: Straight-through brass body with stainless-steel or nickel-plated-steel operating parts.
1. Socket End: With O-ring or gasket seal, without valve, and with barbed inlet for attaching hose.
 2. Plug End: With barbed outlet for attaching hose.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Compressed-Air Piping between Air Compressors and Receivers: Use the following piping material for each size range:
1. NPS 2 and Smaller: Stainless Steel pipe; threaded, Stainless steel fittings; and threaded joints.

3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of compressed-air piping. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, air-compressor sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping concealed from view and protected from physical contact by building occupants, unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited, unless otherwise indicated.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal and to coordinate with other services occupying that space.
- E. Install piping adjacent to equipment and machines to allow service and maintenance.
- F. Install air and drain piping with 1 percent slope downward in direction of flow.
- G. Install nipples, flanges, unions, transition and special fittings, and valves with pressure ratings same as or higher than system pressure rating, unless otherwise indicated.
- H. Equipment and Specialty Flanged Connections:
1. Use steel companion flange with gasket for connection to steel pipe.
 2. Use cast-copper-alloy companion flange with gasket and brazed or soldered joint for connection to copper tube. Do not use soldered joints for connection to air compressors or to equipment or machines producing shock or vibration.

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- I. Install branch connections to compressed-air mains from top of main. Provide drain leg and drain trap at end of each main and branch and at low points.
- J. Install thermometer and pressure gage on discharge piping from each air compressor and on each receiver.
- K. Install piping to permit valve servicing.
- L. Install piping free of sags and bends.
- M. Install fittings for changes in direction and branch connections.
- N. Install seismic restraints on piping. Seismic-restraint devices are specified in Section 230548 "Vibration and Seismic Controls for Piping and Equipment."
- O. Install unions, adjacent to each valve and at final connection to each piece of equipment and machine.

3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from pipe and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Apply appropriate tape or thread compound to external pipe threads.
- D. Dissimilar Metal Piping Material Joints: Use dielectric fittings.

3.4 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric unions in piping at connections of dissimilar metal piping and tubing.

3.5 FLEXIBLE PIPE CONNECTOR INSTALLATION

- A. Install flexible pipe connectors in discharge piping of each air compressor.
- B. Install stainless-steel-hose flexible pipe connectors in steel compressed-air piping.

3.6 SPECIALTY INSTALLATION

- A. Install safety valves on receivers in quantity and size to relieve at least the capacity of connected air compressors.
- B. Install air-main pressure regulators in compressed-air piping at or near air compressors.
- C. Install automatic drain valves on aftercoolers, receivers, and dryers. Discharge condensate onto nearest floor drain.
- D. Install coalescing filters in compressed-air piping at or near air compressors and upstream from mechanical filters.

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- E. Install mechanical filters in compressed-air piping at or near air compressors and downstream from coalescing filters.
- F. Install quick couplings at piping terminals for hose connections.

3.7 LABELING AND IDENTIFICATION

- A. Install identifying labels and devices for general-service compressed-air piping, valves, and specialties. Comply with requirements for TMWRF in Section 230553 "Identification for Mechanical Piping and Equipment."

3.8 FIELD QUALITY CONTROL

- A. Perform field tests and inspections.
- B. Tests and Inspections:
 - 1. Piping Leak Tests: Test new and modified parts of existing piping. Cap and fill general-service compressed-air piping with oil-free dry air or gaseous nitrogen to pressure of 50 psig above system operating pressure, but not less than 150 psig. Isolate test source and let stand for four hours to equalize temperature. Refill system, if required, to test pressure; hold for two hours with no drop in pressure.
 - 2. Repair leaks and retest until no leaks exist.
 - 3. Inspect filters, lubricators, and pressure regulators for proper operation.

END OF SECTION 231513

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SECTION 231519 - PACKAGED AIR COMPRESSORS AND RECEIVERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Oil-free, rotary-screw air compressors.

1.2 DEFINITIONS

- A. Actual Air: Air delivered from air compressors. Flow rate is delivered compressed air measured in acfm.
- B. Standard Air: Free air at 68 deg F and 1 atmosphere before compression or expansion and measured in scfm.

1.3 ACTION SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASME Compliance: Fabricate and label receivers to comply with ASME Boiler and Pressure Vessel Code.

2.2 GENERAL REQUIREMENTS FOR PACKAGED AIR COMPRESSORS AND RECEIVERS

- A. General Description: Factory-assembled, -wired, -piped, and -tested; electric-motor-driven; water-cooled; continuous-duty air compressors and receivers that deliver air of quality equal to intake air.
- B. Control Panels: Automatic control station with load control and protection functions. Comply with NEMA ICS 2 and UL 508.
 - 1. Enclosure: NEMA ICS 6, Type 12 control panel unless otherwise indicated.

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2. Motor Controllers: Full-voltage, combination magnetic type with undervoltage release feature and motor-circuit-protector-type disconnecting means and short-circuit protective device.
 3. Control Voltage: 120-V ac or less, using integral control power transformer.
 4. Motor Overload Protection: Overload relay in each phase.
 5. Starting Devices: Hand-off-automatic selector switch in cover of control panel, plus pilot device for automatic control.
 6. Automatic control switches for lead-lag air compressors.
 7. Instrumentation: Include discharge-air pressure gage, air-filter maintenance indicator, hour meter, compressor discharge-air and coolant temperature gages, and control transformer.
 8. Control Panel to include expansion module, connectors, and relays for electrical outputs to power and control external equipment (120 VDC and 24 VAC).
 9. Control Panel to include gateway module for Modbus communication to DCS.
- C. Receivers: Steel tank constructed according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
1. Pressure Rating: At least as high as highest discharge pressure of connected compressors, and bearing appropriate code symbols.
 2. Interior Finish: Corrosion-resistant coating.
 3. Accessories: Include safety valve, pressure gage, drain, and pressure-reducing valve.
- D. Mounting Frame: Fabricate mounting and attachment to pressure vessel with reinforcement strong enough to resist packaged equipment movement during a seismic event when base is anchored to building structure.

2.3 OIL-FREE, ROTARY-SCREW AIR COMPRESSORS

- A. Manufacturers: Atlas Copco or Ingersoll-Rand
- B. Compressor: Oil-free, rotary-screw type, variable speed drive, with lubricated helical screws and lubricated gear box.
1. Cooling: Water-Cooled
 2. Capacity Control: Capacity modulation between zero and 100 percent air delivery, with operating pressures between 50 and 150 psig. Include necessary control to hold constant pressure. When air demand is zero, unload compressor by using pressure switch and blowdown valve.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. Equipment Mounting:
1. Install air compressors on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases.
 2. Comply with requirements for vibration isolation and seismic control devices specified in Section 230548 "Vibration and Seismic Controls for Mechanical Piping and Equipment"
- B. Install compressed-air equipment anchored to substrate.
- C. Arrange equipment so controls and devices are accessible for servicing.

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- D. Maintain manufacturer's recommended clearances for service and maintenance.
- E. Install the following devices on compressed-air equipment:
 - 1. Automatic Drain Valves: Install on aftercoolers, receivers, and dryers. Discharge condensate over nearest floor drain.

3.2 CONNECTIONS

- A. Comply with requirements for piping specified in Section 231513 "Compressed-Air Piping." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to machine, allow space for service and maintenance.

3.3 IDENTIFICATION

- A. Identify general-service air compressors and components. Comply with TMWRF requirements for identification specified in Section 230553 "Identification for Mechanical Piping and Equipment."

3.4 DEMONSTRATION

- A. Owner's maintenance personnel to adjust, operate, and maintain air compressors.

END OF SECTION 231519

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SECTION 232113 - WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes pipe and fitting materials and joining methods for the following:
 - 1. Condensate-drain piping.
 - 2. #2 Water Piping.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of the following:
 - 1. Pressure-seal fittings.
 - 2. Dielectric unions and flanged gasket kits.
 - 3. Stainless Steel Piping.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:
 - 1. Condensate-Drain Piping: 150 deg F.
 - 2. #2 Water Piping: 150 at 200 deg F.

2.2 STAINLESS STEEL TUBE AND FITTINGS

- A. Viega ProPress (or approved equal) stainless piping and cold press joint piping system shall be provided. The following requirements for the piping system are the following:
 - 1. Stainless steel fittings shall conform to dimensional tolerances of ASTM B88 and ANSI B16.22.
 - 2. Stainless system shall include pipe, valves and fittings from 1/2" to 4" in both 304 stainless steel.

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3. Sealing elements for shall be EPDM.
4. Stainless Steel Pipe shall conform with ASTM A312 and A554 in copper tube size conforming to ASTM B88 (CTS). Identifying pipe markings for the Stainless System shall conform to ASTM A999.

B. Codes and Standards:

1. ASTM A240 Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
2. ASTM A312 Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes
3. ASTM A403 Specification for Wrought Austenitic Stainless Steel Piping Fittings
4. ASTM A554 Specification for Welded Stainless Steel Mechanical Tubing.
5. ASTM A999 Specification for General Requirements for Alloy and Stainless Steel Pipe.
6. ASTM B88 Specification for Seamless Copper Water Tube (dimensionally)
7. ASME B1.20.1 Pipe Threads, General Purpose, Inch
8. ASME B31.1 Power Piping
9. ASME B31.3 Process Piping
10. ASME B31.9 Building Services Piping
11. ASME B36.10M Welded and Seamless Wrought Steel Pipe (dimensionally for 5S pipe wall)

2.3 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of stainless steel and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

B. Dielectric Unions:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. HART Industrial Unions, LLC.
 - b. Watts; a Watts Water Technologies company.
 - c. Wilkins.
 - d. Zurn Industries, LLC.
2. Description:
 - a. Standard: ASSE 1079.
 - b. Pressure Rating: 125 psig minimum at 180 deg F.
 - c. End Connections: FNPT or MNPT.
 - d. Construction: Class 3000, Insulated, Type 304 stainless steel with O-ring seal.

C. Dielectric Flange Isolating Kits:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advanced Products & Systems, Inc.
 - b. Drake Specialties
 - c. Calpico, Inc.
2. Description:
 - a. Standard: ANSI B16.5.
 - b. Pressure Rating: 125 psig minimum at 180 deg F.

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- c. End Connections: ANSI specifications.
- d. Construction: Nitrile with Duplex Seal.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Condensate-Drain Piping: Stainless Steel with pressure-seal joints
- B. #2 water piping, aboveground, NPS 2 and smaller: Stainless Steel with pressure-seal joints.
- C. Condensor cooling water, aboveground, NPS 2 and smaller: Stainless Steel with pressure-seal joints.

3.2 PIPING INSTALLATIONS

- A. Indicate piping locations and arrangements on Drawings if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- L. Install drains, consisting of a tee fitting, NPS 3/4 (DN 20) ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- M. Install piping at a uniform grade of 0.2 percent upward in direction of flow.

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- N. Reduce pipe sizes using eccentric reducer fitting installed with level side up.
- O. Install branch connections to mains using tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.
- P. Install unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- Q. Comply with requirements in Section 15520 "Identification for HVAC Piping and Equipment" for identifying piping.

3.3 INSTALLATION

- A. Pressure Rating: Install components having a pressure rating equal to or greater than the system operating pressure.
- B. Press Connections: Stainless steel press fittings shall be made in accordance with the manufacturer's installation instructions. The pipe shall be fully inserted into the fitting and the pipe marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the pipe to assure the pipe is fully engaged (inserted) in the fitting. The joints shall be pressed using the tool approved by the manufacturer.
- C. Threaded Joints: Threaded joints shall have pipe joint compound or teflon tape applied to the male threads only. Tighten joint with a wrench and backup wrench as required.
- D. Pipe Protection: Provide protection against abrasion where stainless steel pipe is in contact with other building members by wrapping with an approved tape, pipe insulation or otherwise suitable method of isolation.
- E. Penetration Protection: Provide allowance for thermal expansion and contraction of stainless steel pipe passing through a wall, floor, ceiling or partition by wrapping with an approved tape or pipe insulation, or by installing through an appropriately sized sleeve. Penetrations of fire resistance rated assemblies shall maintain the rating of the assembly.

3.4 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric nipples or unions.
- C. Flanged Dielectric Fittings NPS 2 and Smaller: Use dielectric flanged isolating gasket kits.

3.5 HANGERS AND SUPPORTS

- A. Piping support must account for expansion and contraction, vibration, dead load of piping and its contents, and seismic-bracing requirements.
- B. Comply with requirements in Section 15480 "Hangers and Supports for HVAC Piping and Equipment" for hanger, support, and anchor devices. Comply with the following requirements for maximum spacing of supports.

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- C. Comply with requirements in Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraints.
- D. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
- E. Install hangers for stainless steel piping with the following maximum spacing and minimum rod sizes:
 - 1.
 - 2. NPS 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 - 3. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 - 4. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 - 5. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 6. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 7. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - 8. NPS 3 and Larger: Maximum span, 10 feet; minimum rod size, 3/8 inch.
- F. Support vertical runs at roof, at each floor, and at 10-foot intervals between floors.

3.6 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Mechanically Formed, Stainless Steel-Tube-Outlet Joints: Use manufacturer-recommended tool and procedures.

3.7 TERMINAL EQUIPMENT CONNECTIONS

- A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.
- B. Install control valves in accessible locations close to connected equipment.
- C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.

END OF SECTION 232113

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SECTION 232116 – WATER PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes special-duty valves and specialties for the following:

1. #2 Water Piping.
2. Compressor Cooling Water Piping.
3. Inline air separator.
4. Expansion tanks.
5. Bypass feeder.
6. Strainers.
7. Flexible hose connectors.
8. Balance Valves

1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following:

1. Valves: Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.
2. Air-control devices.
3. Flexible pipe connectors.
4. Pressure and temperature test ports.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. ASME Compliance: Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Water piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:

1. Compressor Cooling Water Piping: 150 psig at 200 deg F

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2.2 VALVES

- A. Ball Valves: Comply with requirements specified in Section 230523.12 "Ball Valves for HVAC Piping."
- B. Stainless Steel, Calibrated-Orifice, Balancing Valves:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Bell & Gossett; a Xylem brand.
 - b. Taco.
 - c. Or Approved Equal.
 - 2. Body: Stainless Steel, ball or plug type with calibrated orifice or venturi.
 - 3. Ball: Stainless steel.
 - 4. Plug: Resin.
 - 5. Seat: PTFE.
 - 6. End Connections: Threaded or socket.
 - 7. Pressure Gage Connections: Integral seals for portable differential pressure meter.
 - 8. Handle Style: Lever, with memory stop to retain set position.
 - 9. CWP Rating: Minimum 125 psig.
 - 10. Maximum Operating Temperature: 250 deg F.
- C. Control Valves, Ball-Style, with Single Port:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Belimo (USA), Inc.
 - 2. Pressure Rating for NPS 1-1/2 through NPS 2: Nominal 400 WOG.
 - 3. Close-off Pressure: 200 psig.
 - 4. Process Temperature Range: Zero to 212 deg F.
 - 5. Body and Tail Piece: Stainless Steel ASTM A351
 - 6. End Connections: Stainless Steel Threaded (NPT) ends.
 - 7. Ball: Stainless steel. Chrome plated brass is not acceptable.
 - 8. Stem and Stem Extension:
 - a. Material to match ball.
 - b. Blowout-proof design.
 - c. Sleeve or other approved means to allow valve to be opened and closed without damaging the insulation or the vapor barrier seal.
 - 9. Ball Seats: Reinforced PTFE.
 - 10. Stem Seal: Reinforced PTFE packing ring with a threaded packing ring follower to retain the packing ring under design pressure with the linkage removed. Alternative means, such as EPDM O-rings, are acceptable if an equivalent cycle endurance can be demonstrated by testing.
 - 11. Flow Characteristic: Equal percentage.

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D. Stainless Steel Check Valves

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Titan Flow Control
 - b. Crane; Crane Energy Flow Solutions.
 - c. Hammond Valve.
 - d. NIBCO INC.
 - e. Red-White Valve Corporation.
 - f. Watts; a Watts Water Technologies company.
2. Description:
 - a. Body Design: Inline flow.
 - b. Body Material: Stainless Steel ASTM A351.
 - c. Ball Check: RPTFE Reinforced Teflon.
 - d. Guide: Stainless Steel ASTM A276.
 - e. Spring: Stainless Steel.
 - f. Retainer: NPS 1¼" and larger, Stainless Steel ASTM A351.

2.3 AIR-CONTROL DEVICES

A. Manual Air Vents:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AMTROL, Inc.
 - b. Bell & Gossett; a Xylem brand.
 - c. Taco, Inc.
 - d. Or Approved Equal.
2. Body: Stainless Steel
3. Internal Parts: Nonferrous.
4. Operator: Screwdriver or thumbscrew.
5. Inlet Connection: NPS 1 1/2.
6. Discharge Connection: NPS 3/4.
7. CWP Rating: 150 psig.
8. Maximum Operating Temperature: 225 deg F.

B. Automatic Air Vents:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Bell & Gossett; a Xylem brand.
 - b. Taco, Inc.
 - c. Or Approved Equal.
2. Body: Painted cast iron.
3. Internal Parts: Nonferrous.
4. Operator: Screwdriver or thumbscrew.
5. Inlet Connection: NPS 1 1/2.
6. Discharge Connection: NPS 3/4.

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7. CWP Rating: 150 psig.
8. Maximum Operating Temperature: 225 deg F.

C. Inline Air Separator:

1. Manufacturer's: Subject to compliance with requirements, provide products as shown on the drawings or comparable product by one of the following:
 - a. Bell & Gosset; a Xylem brand.
 - b. Taco, Inc.
 - c. Or Approved Equal.
2. Body: Painted cast iron.
3. Internal Parts: Nonferrous.
4. Operator: Screwdriver or thumbscrew.
5. Inlet Connection: NPS 1 1/2.
6. Discharge Connection: NPS 3/4.
7. CWP Rating: 150 psig.
8. Maximum Operating Temperature: 225 deg F.

2.4 EXPANSION TANKS

A. Water Expansion Tanks:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AMTROL, Inc.
 - b. Wessels
 - c. Or Approved Equal.
2. Description: Steel, pressure-rated tank constructed with welded joints and factory-installed butyl-rubber diaphragm. Include air precharge to minimum system-operating pressure at tank.
3. Construction:
 - a. Tappings: Factory-fabricated steel, welded to tank before testing and labeling. Include ASME B1.20.1 pipe thread.
 - b. Air-Charging Valve: Factory installed.

2.5 BYPASS FEEDER

- A. Welded steel construction; 125-psig working pressure; 10-gal. capacity; with fill funnel and inlet, outlet, and drain valves.

2.6 WATER PIPING SPECIALTIES

A. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, Stainless Steel with bolted cover and bottom drain connection.

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2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
3. In "Strainer Screen" Subparagraph below, larger mesh numbers have larger passages, thus allowing larger objects to pass.
4. Strainer Screen: Stainless-steel, 20-mesh strainer, or perforated stainless-steel basket.
5. CWP Rating: 125 psig.

B. Pete's Plug (Pressure and Temperature Test Ports):

1. Valve core: Nordel
2. Maximum temperature and pressure rating: 200 deg. F and 500 psi.
3. Body and cap material: 316 Stainless steel.

2.7 FLEXIBLE HOSE CONNECTORS

A. General:

1. Provide flexible hose connector(s) as indicated on the contract drawings or as required to accommodate any thermal expansion, contraction or seismic movement of the piping system.
2. Flexible hose connectors shall be capable of compensating for lateral movement and vibration.
3. Flexible hose connectors shall be manufactured complete with section of corrugated metal house, compatible braid, with inlet and outlet connections as required.
4. For flammable liquid or gas service up to 4", flexible hose connector shall be CSA / AGA certified.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Metraflex
2. Twin City Hose
3. Or Approved Equal.

C. Products

1. Corrugated Hose:
 - a. Stainless Steel, Type 304
2. Braid:
 - a. 304 Stainless Steel braid shall be used for any series 300 stainless steel hose.
3. Fittings Materials of construction and end fitting type shall be consistent with pipe material and equipment/ pipe connection fittings. Copper fittings shall not be attached to stainless steel hose.
4. Flexible hose connector(s) shall be rated with an operating pressure in accordance with the table below. The operating pressure shall be based on burst pressure with a 4 to 1 safety factor.

D. Pressure rating:

1. Flexible Hose Connector with Stainless Steel Hose

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Working Pressure at 70° F. Size	Single Braid	Working Pressure at 70° F. Double Braid
½"	1100 PSI	1525 PSI
¾"	792	1267
1"	571	914
1 ¼"	531	850
1 ½"	472	755
2"	500	750
2 ½"	387	600
3"	288	431
4"	232	371
5"	200	245
6"	170	300
8"	212	260
10"	175	220
12"	160	220

PART 3 - EXECUTION

3.1 VALVE APPLICATIONS

- A. Install shutoff-duty valves at each branch connection to supply mains and at supply connection to each piece of equipment.
- B. Install calibrated-orifice, balancing valves in the return pipe of each heating or cooling terminal.
- C. Install check valves at each pump discharge and elsewhere as required to control flow direction.
- D. Install safety valves at hot-water generators and elsewhere as required by ASME Boiler and Pressure Vessel Code. Install drip-pan elbow on safety-valve outlet and pipe without valves to the outdoors; pipe drain to nearest floor drain or as indicated on Drawings. Comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, for installation requirements.
- E. Install pressure-reducing valves at makeup-water connection to regulate system fill pressure.

3.2 WATER PIPING SPECIALTIES INSTALLATION

- A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.
- B. Install piping, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.
- C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 and larger.
- D. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.

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1. Install tank fittings that are shipped loose.
 2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.
- E. Vent and purge air from system, and ensure that tank is properly charged with air to suit system Project requirements.

END OF SECTION 232116

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SECTION 232123 - PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Separately coupled, horizontally mounted, in-line centrifugal pumps.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of pump.
- B. Show pump layout and connections.
- C. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 SEPARATELY COUPLED, HORIZONTALLY MOUNTED, IN-LINE CENTRIFUGAL PUMPS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. TACO Incorporated.
2. Or Approved Equal.

B. Description: Factory-assembled and -tested, centrifugal, overhung-impeller, separately coupled, in-line pump as defined in HI 1.1-1.2 and HI 1.3; designed for installation with pump and motor shafts mounted horizontally.

C. Pump Construction:

1. The pumps shall be single stage horizontal in-line design. The seal shall be serviceable without disturbing the piping connections. The capacities and characteristics shall be as called for in the plans/schedules.
2. Pump shall be constructed of ASTM A351 Stainless Steel. The pump casing shall be drilled and tapped for gauge ports on both the suction and discharge connections.
3. All casings shall be flanged stainless steel connections.
4. The impeller shall be 30% Glass-Filled Noryl with a stainless steel insert.
5. The pump shall be fitted with a single mechanical seal, with EPDM elastomers and Carbon/Ceramic faces, rated up to 250°F. The pump shall be coupled to a NEMA 56C face motor with threaded on shaft extension.

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PART 3 - EXECUTION

3.1 PUMP INSTALLATION

- A. Comply with HI 1.4.
- B. Install pumps to provide access for periodic maintenance including removing motors, impellers, couplings, and accessories.
- C. Independently support pumps and piping so weight of piping is not supported by pumps and weight of pumps is not supported by piping.
- D. Automatic Condensate Pump Units: Install units for collecting condensate and extend to open drain.
- E. Equipment Mounting: Install in-line pumps with continuous-thread hanger rods and elastomeric hangers of size required to support weight of in-line pumps.
 - 1. Comply with requirements for seismic-restraint devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."

3.2 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to pump, allow space for service and maintenance.
- C. Connect piping to pumps. Install valves that are same size as piping connected to pumps.
- D. Install suction and discharge pipe sizes equal to or greater than diameter of pump nozzles.
- E. Install check, shutoff, and throttling valves on discharge side of pumps.
- F. Install Y-type strainer and shutoff valve on suction side of pumps.
- G. Install flexible connectors on suction and discharge sides of base-mounted pumps between pump casing and valves.
- H. Install pressure gages on pump suction and discharge or at integral pressure-gage tapping, or install single gage with multiple-input selector valve.
- I. Install check valve and gate or ball valve on each condensate pump unit discharge.
- J. Ground equipment according to electrical code.
- K. Connect wiring according to electrical code.

END OF SECTION 232123

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SECTION 235700 - HEAT EXCHANGERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes plate heat exchangers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, and furnished specialties and accessories.

1.3 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.
- B. Field quality-control reports.
- C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of domestic-water heat exchangers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Periods: From date of Substantial Completion.
 - a. Plate Heat Exchangers:
 - 1) Brazed-Plate Type: One year(s).

PART 2 - PRODUCTS

2.1 BRAZED-PLATE HEAT EXCHANGERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Sondex.

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2. Alfa Laval, Inc.
 3. GEA, Inc.
 4. Or Approved Equal.
- B. Configuration: Brazed assembly consisting of embossed or pressed stainless-steel plates brazed together and two end plates, one with threaded nozzles and one with pattern-embossed plates.
- C. Construction: Fabricate and label heat exchangers to comply with ASME Boiler and Pressure Vessel Code, Section VIII, "Pressure Vessels," Division 1.
- D. End-Plate Material: Type 316 stainless steel.
- E. Threaded Nozzles: Type 316 stainless steel.
- F. Plate Material: Type 316 stainless steel.
- G. Brazing Material: Copper.

2.2 SOURCE QUALITY CONTROL

- A. Factory Tests: Test and inspect heat exchangers according to ASME Boiler and Pressure Vessel Code, Section VIII, "Pressure Vessels," Division 1. Affix ASME label.
- B. Hydrostatically test heat exchangers to minimum of one and one-half times pressure rating before shipment.
- C. Heat exchangers will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install brazed-plate heat exchanger on custom-designed wall supports anchored to structure as indicated on Drawings.
- B. Comply with requirements for piping specified in Section 232113 "Water Piping" and Section 232116 "Water Piping Specialties. Drawings indicate general arrangement of piping, fittings, and specialties.
- C. Install piping adjacent to heat exchangers to allow space for service and maintenance of heat exchangers. Arrange piping for easy removal of heat exchangers.
- D. Install shutoff valves at heat-exchanger inlet and outlet connections.
- E. Install relief valves on heat-exchanger heated-fluid connection and install pipe relief valves, full size of valve connection, to floor drain.

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- F. Install thermometer on heat-exchanger and inlet and outlet piping, and install thermometer on heating-fluid inlet and outlet piping. Comply with requirements for thermometers specified in Section 230519 "Meters and Gages for Water Piping."
- G. Install pressure gages on heat-exchanger and heating-fluid piping. Comply with requirements for pressure gages specified in Section 230519 "Meters and Gages for Water Piping."

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections [with the assistance of a factory-authorized service representative]:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Heat exchanger will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.3 CLEANING

- A. After completing system installation, including outlet fitting and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finishes.

END OF SECTION 235700

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SECTION 024119 - ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

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

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Project Survey: Submit project survey of existing electrical conditions.
- B. Schedule of electrical demolition activities with starting and ending dates for each activity.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to electrical demolition area. Conduct electrical demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify engineer of discrepancies between existing conditions and Drawings before proceeding with electrical demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

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1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during electrical demolition operations.
1. Maintain fire-protection facilities in service during electrical demolition operations.
- G. Arrange electrical demolition schedule so as not to interfere with Owner's operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during electrical demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting electrical demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be electrically demolished.
1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

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2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of electrical demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.4 ELECTRICAL DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Locate electrical demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 5. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct electrical demolition and debris-removal operations to ensure minimum interference with walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during electrical demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during electrical demolition and cleaned and reinstalled in their original locations after electrical demolition operations are complete.

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3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by electrical demolition operations. Return adjacent areas to condition existing before electrical demolition operations began.

END OF SECTION 024119

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SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Aluminum building wire rated 600 V or less.
3. Metal-clad cable, Type MC, rated 600 V or less.
4. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 2. RoHS compliant.
 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
1. Type XHHW-2: Comply with UL 44.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

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PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type XHHW-2, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type XHHW-2, single conductors in raceway.
- C. Exposed Branch Circuits, Including in Crawlspace: Type XHHW-2, single conductors in raceway.
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type XHHW-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Complete raceway installation between conductor and cable termination points prior to pulling conductors and cables.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

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3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - a. Insulation testing by means of applying 1000VDC. Minimum Acceptable Value: 500Mega-Ohms.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Conductors and cables will be considered defective if they do not pass tests and inspections.
- D. Replace conductors found to be defective to achieve compliance with requirements.

END OF SECTION 260519

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SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

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2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- D. Conduit Hubs: Mechanical type, terminal with threaded hub.
- E. Straps: Solid copper, copper lugs. Rated for 600 A.
- F. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING SEPARATELY DERIVED SYSTEMS

- A. Transformers: Install grounding electrode(s) at the transformer location. The electrode shall be connected to the equipment grounding conductor and to the frame of the transformer.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

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- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.5 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with NETA requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Measure ground resistance at each equipment point of connection.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
 - 1. 10 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify owner promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Signed and sealed by a qualified professional engineer for fabrication and installation details for electrical hangers and support systems.

1. Hangers. Include product data for components.
2. Slotted support systems.
3. Equipment supports.
4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated-Design Submittal: For hangers and supports for electrical systems.

1. Include design calculations and details of hangers.
2. Include design calculations for seismic restraints.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, to design hanger and support system.

B. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified."
2. Component Importance Factor: 1.5.

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- C. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame Rating: Class 1.
 - 2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.
 - 1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 - 2. Material for Channel, Fittings, and Accessories: Galvanized steel.
 - 3. Channel Width: 1-5/8 inches.
 - 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 5. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 6. Toggle Bolts: Stainless-steel springhead type.
 - 7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

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PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 - 1. NECA 1.
 - 2. NECA 101
- B. Comply with requirements for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes.
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, conduit may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 3. To Existing Concrete: Expansion anchor fasteners.
 - 4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.

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5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 6. To Light Steel: Sheet metal screws.
 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 260529

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SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Metal conduits, tubing, and fittings.
 2. Surface raceways.
 3. Boxes, enclosures, and cabinets.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
1. Comply with NEMA RN 1.
 2. Coating Thickness: 0.040 inch, minimum.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- F. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Compression].
 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

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4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- G. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- G. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- H. Gangable boxes are prohibited.
- I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.
 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- J. Cabinets:
 1. NEMA 250, Type 1 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: EMT.

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3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated.
1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 3. Exposed and Subject to Severe Physical Damage: GRC.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 6. Damp or Wet Locations: GRC.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit .

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- D. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- E. Support conduit within 12 inches of enclosures to which attached.

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- F. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- G. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- H. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- I. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- J. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- K. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- L. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- M. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- N. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- O. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to bottom of box unless otherwise indicated.
- P. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

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- Q. Locate boxes so that cover or plate will not span different building finishes.
- R. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

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SECTION 260548.16 - SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Restraint channel bracings.
2. Restraint cables.
3. Seismic-restraint accessories.
4. Mechanical anchor bolts.
5. Adhesive anchor bolts.

1.3 ACTION SUBMITTALS

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

1. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as required by all applicable portions of the International Building Code (Chapter 16).
 - b. Annotate to indicate application of each product submitted and compliance with requirements.

- B. Delegated-Design Submittal: For each seismic-restraint device.

1. Include design calculations and details for selecting seismic restraints complying with performance requirements, design criteria, and analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
2. Design Calculations: Calculate static and dynamic loading caused by equipment weight, operation, and seismic forces required to select seismic restraints.
3. Seismic Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacing. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events.

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- c. Preapproval and Evaluation Documentation: By an agency acceptable to Nevada State Public Works Division, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- C. Seismic-restraint devices shall have horizontal and vertical load testing and analysis. Preapproved ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) that support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- D. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:
 - 1. Site Class as Defined in the IBC: As stated for this project by architect or structural engineer.
 - 2. Assigned Seismic Building Category as Defined in the IBC: As stated for this project by architect or structural engineer:
 - a. Component Importance Factor: 1.0.
 - b. Component Response Modification Factor: 1.0
 - c. Component Amplification Factor: 1.0

2.2 RESTRAINT CHANNEL BRACINGS

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

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2.3 RESTRAINT CABLES

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

2.4 SEISMIC-RESTRAINT ACCESSORIES

- A. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections or steel angle clamped to hanger rod.
- B. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and/or restraint cables.
- C. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings and matched to type and size of anchor bolts and studs.
- D. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings and matched to type and size of attachment devices used.
- E. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

2.5 MECHANICAL ANCHOR BOLTS

- A. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.6 ADHESIVE ANCHOR BOLTS

- A. Adhesive Anchor Bolts: Drilled-in and capsule anchor system containing PVC or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for this application by an evaluation service member.
- B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods caused by seismic forces.

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- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.2 SEISMIC-RESTRAINT DEVICE INSTALLATION

A. Equipment and Hanger Restraints:

1. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch
2. Install seismic-restraint devices using methods approved by evaluation acceptable to authority having jurisdiction.

B. Install cables so they do not bend across edges of adjacent equipment or building structure.

C. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

D. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

E. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.3 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Obtain Owner's approval before transmitting test loads to structure. Provide temporary load-spreading members.
2. Test one of each type and size of installed anchors and fasteners as may be selected by Architect.
3. Test to 90 percent of rated proof load of device.

B. Seismic controls will be considered defective if they do not pass tests and inspections.

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C. Prepare test and inspection reports.

3.4 ADJUSTING

A. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 260548.16

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SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Labels.
3. Bands and tubes.
4. Tapes and stencils.
5. Tags.
6. Signs.
7. Cable ties.
8. Paint for identification.
9. Fasteners for labels and signs.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
1. Black letters on an orange field.
 2. Legend: Indicate voltage and system or service type.

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- B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
 2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Color for Neutral: White.
 3. Colors for 240-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 4. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Color for Neutral: Gray.
 5. Color for Equipment Grounds: Green.
 6. Colors for Isolated Grounds: Green with white stripe.
- C. Warning Label Colors:
1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:
1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.3 LABELS

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- thick, vinyl flexible label with acrylic pressure-sensitive adhesive.
1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
 2. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
- C. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil-thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

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1. Minimum Nominal Size:
 - a. 1-1/2 by 6 inches for raceway and conductors.
 - b. 3-1/2 by 5 inches for equipment.
 - c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

- A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameters sized to suit diameter and that stay in place by gripping action.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around item being identified. Full shrink recovery occurs at a maximum of 200 deg F. Comply with UL 224.

2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.
- C. Tape and Stencil: 4-inch-wide black stripes on 10-inch centers placed diagonally over orange

2.6 TAGS

- A. Write-on Tags:
 1. Polyester Tags: 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment.
 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.7 SIGNS

- A. Laminated Acrylic or Melamine Plastic Signs:
 1. Engraved legend.
 2. Thickness:
 - a. For signs up to 20 sq. in., minimum 1/16 inch thick.
 - b. For signs larger than 20 sq. in., 1/8 inch thick.
 - c. Engraved legend with black letters on white face.
 - d. Punched or drilled for mechanical fasteners with 1/4-inch grommets in corners for mounting.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

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2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Verify identity of each item before installing identification products.
- C. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- D. Apply identification devices to surfaces that require finish after completing finish work.
- E. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- F. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- I. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- J. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. "POWER."
- K. Vinyl Wraparound Labels:
 - 1. Secure tight to surface at a location with high visibility and accessibility.
 - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.

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- L. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
- M. Self-Adhesive Labels:
 - 1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
- N. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- O. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- P. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
 - 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- Q. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and
- R. Write-on Tags:
 - 1. Place in a location with high visibility and accessibility.
 - 2. Secure using UV-stabilized cable ties.
- S. Laminated Acrylic or Melamine Plastic Signs:
 - 1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on minimum 1-1/2-inch high sign; where two lines of text are required, use signs minimum 2 inches high.
- T. Cable Ties: General purpose, for attaching tags, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels to identify the phase.

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1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive wraparound labels with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.
- F. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- G. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- H. Equipment Identification Labels:
1. Indoor Equipment: Laminated acrylic or melamine plastic sign.
 2. Outdoor Equipment: Laminated acrylic or melamine sign.

END OF SECTION 260553

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SECTION 262813 - FUSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cartridge fuses rated 600 V ac and less for use in the following:
 - a. Enclosed switches.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
1. Type RK-5: 600-V, zero- to 600-A rating, 200 kAIC, time delay.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA FU 1 for cartridge fuses.
- D. Comply with NFPA 70.
- E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

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3.2 IDENTIFICATION

- A. Install labels complying with requirements for identification specified indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

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SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Fusible switches.
 2. Nonfusible switches.
 3. Molded-case circuit breakers (MCCBs).
 4. Enclosures.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
- B. Shop Drawings: For enclosed switches and circuit breakers.
1. Include plans, elevations, sections, details, and attachments to other work.
 2. Include wiring diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.
1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

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1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

2.2 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with NFPA 70.

2.3 FUSIBLE SWITCHES

- A. Type HD, Heavy Duty:
 1. Single throw.
 2. Three pole.
 3. 250 & 600-V ac.
 4. 200 A and smaller.
 5. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses.
 6. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- B. Accessories:
 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

2.4 MOLDED-CASE CIRCUIT BREAKERS

- A. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.
- B. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

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- C. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be series rated combinations for series connected interrupting ratings shall be listed by UL as recognized component combinations. Any series rated combination used shall be marked on the end-use equipment along with the statement "Caution - Series Rated System. _____ Amps Available. Identical Replacement Component Required."
- D. MCCBs shall be equipped with a device for locking in the isolated position.
- E. Lugs shall be suitable for 194 deg F (90 deg C) rated wire, sized according to the 167 deg F (75 deg C) temperature rating in NFPA 70.
- F. Standards: Comply with UL 489 and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- G. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- H. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
- I. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:
 - 1. Long- and short-time pickup levels.
 - 2. Long- and short-time time adjustments.
 - 3. Ground-fault pickup level, time delay, and I-squared t response.
- J. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.
- K. Features and Accessories:
 - 1. Standard frame sizes, trip ratings, and number of poles.

2.5 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
- B. Enclosure Finish: The enclosure shall be gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1) or gray baked enamel paint, electrodeposited on cleaned, phosphatized galvanized steel (NEMA 250 Types 3R, 12).
- C. Conduit Entry: NEMA 250 Types 4, 4X, and 12 enclosures shall contain no knockouts. NEMA 250 Types 7 and 9 enclosures shall be provided with threaded conduit openings in both endwalls.
- D. Operating Mechanism: The circuit-breaker operating handle shall be externally operable with the operating mechanism being an integral part of the box, not the cover. The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock mechanism, which shall return to the locked position once the override is

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released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

- E. Enclosures designated as NEMA 250 Type 4, 4X stainless steel, 12, or 12K shall have a dual cover interlock mechanism to prevent unintentional opening of the enclosure cover when the circuit breaker is ON and to prevent turning the circuit breaker ON when the enclosure cover is open.

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
 - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 12.
 - 2. Outdoor Locations: NEMA 250, Type 3R.
 - 3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
 - 4. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
 - 5. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7 with cover attached by Type 316 stainless steel bolts.

3.2 INSTALLATION

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
 - 2. Indicate method of providing temporary electric service.
 - 3. Do not proceed with interruption of electric service without Owner's written permission.
 - 4. Comply with NFPA 70E.
- B. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- C. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- D. Comply with mounting and anchoring requirements.
- E. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- F. Install fuses in fusible devices.
- G. Comply with NFPA 70 and NECA 1.

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3.3 IDENTIFICATION

- A. Comply with requirements:"
1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections for Switches:
1. Visual and Mechanical Inspection:
 - a. Inspect physical and mechanical condition.
 - b. Inspect anchorage, alignment, grounding, and clearances.
 - c. Verify that the unit is clean.
 - d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
 - e. Verify that fuse sizes and types match the Specifications and Drawings.
 - f. Verify that each fuse has adequate mechanical support and contact integrity.
 - g. Inspect bolted electrical connections for high resistance using one of the two following methods:
 - 1) Use a low-resistance ohmmeter.
 - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
 - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
 - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
 - h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
 - i. Verify correct phase barrier installation.
 - j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.
 2. Electrical Tests:
 - a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
 - b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.

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- c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
- d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
- e. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

C. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

- a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
- b. Inspect physical and mechanical condition.
- c. Inspect anchorage, alignment, grounding, and clearances.
- d. Verify that the unit is clean.
- e. Operate the circuit breaker to ensure smooth operation.
- f. Inspect bolted electrical connections for high resistance using one of the two following methods:
 - 1) Use a low-resistance ohmmeter.
 - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
 - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
 - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
- g. Inspect operating mechanism, contacts, and chutes in unsealed units.
- h. Perform adjustments for final protective device settings in accordance with the coordination study.

2. Electrical Tests:

- a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
- b. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.

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- c. Perform a contact/pole resistance test. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
 - d. Perform insulation resistance tests on all control wiring with respect to ground. Applied potential shall be 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable. Test duration shall be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values shall be no less than two megohms.
 - e. Determine the following by primary current injection:
 - 1) Long-time pickup and delay. Pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
 - 2) Short-time pickup and delay. Short-time pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
 - 3) Ground-fault pickup and time delay. Ground-fault pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
 - 4) Instantaneous pickup. Instantaneous pickup values shall be as specified and within manufacturer's published tolerances.
 - f. Test functionality of the trip unit by means of primary current injection. Pickup values and trip characteristics shall be as specified and within manufacturer's published tolerances.
 - g. Perform minimum pickup voltage tests on shunt trip and close coils in accordance with manufacturer's published data. Minimum pickup voltage of the shunt trip and close coils shall be as indicated by manufacturer.
 - h. Verify correct operation of auxiliary features such as trip and pickup indicators; zone interlocking; electrical close and trip operation; trip-free, anti-pump function; and trip unit battery condition. Reset all trip logs and indicators. Investigate units that do not function as designed.
 - i. Verify operation of charging mechanism. Investigate units that do not function as designed.
3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.
1. Test procedures used.
 2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
 3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

Forms

(to be used following award of bid)

- 1) Contract Form**
- 2) Performance Bond**
- 3) Payment Bond**



PROJECT TITLE

BID #

PWP#

THIS CONTRACT made and entered into on this ____ day of MONTH, 20____, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **CONTRACTOR**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Contractor for providing material and/or performing the work hereinafter mentioned in accordance with the proposal of said Contractor;

WHEREAS, the Contractor will provide the material and/or perform the work for the compensation stated in said proposal, an amount which has been arrived at between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **TITLE**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained within these Documents, including any and all bid documents, addenda and specifications issued by the City, are hereby incorporated by reference into this Contract.

The Contractor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therein, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the bid and not to exceed fee of **COST** for the project.

A monthly progress payment in the amount of ninety-five percent (95%) of the value of the work completed may be made every thirty (30) days upon application by the Contractor and certification by the Project Manager that such work has been completed.



Partial payments will be made once each month as the work satisfactorily progresses and after acceptance by the authorized City representative. The progress estimates shall be based upon materials in place, or on the job site and invoiced, and labor expended thereon. From the total of the amount ascertained will be deducted an amount equivalent to five percent (5%) of the whole, which five percent (5%) will be retained by the City until after completion of the entire Contract in an acceptable manner. Any time after fifty percent (50%) of the value of the work has been completed, the City will make any of the remaining partial payments in full.

No such estimates or payments shall be required to be made, when, in the judgment of the City Project Manager, the work is not proceeding in accordance with the provision of the Contract, or when in his judgment the total value of the work done since last estimate amounts to less than Five Hundred Dollars (\$500.00).

The cost of materials conforming to the plans and specifications (materials being those which are required to be contained and incorporated in a finished contract bid item) delivered to the project and not at the time incorporated in the work, may also be included in the estimate for payment. No such estimate or payment shall be construed to be an acceptance of any defective work or improper material. The Contractor shall be responsible for, and shall not remove from the project any material that has been included in the estimate for payment.

Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within _____ days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

4. No Unlawful Discrimination:

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Contractor shall constitute a material breach of contract.



In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

5. No Illegal Harassment:

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Contractor, its officers, employees, agents, vendors, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of contract.

6. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

7. Preferences (This Section IS IS NOT Applicable to this contract):

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

- 1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- 2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
- 3. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any



requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

8. Prevailing Wages:

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects."

The Contractor shall ensure that all employees on the work site are paid in accordance with the **CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER**, whenever the actual value of the Contract totals Two Hundred Fifty Thousand Dollars (\$250,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed Two Hundred Fifty Thousand Dollars (\$250,000), the State Labor Commissioner may audit the entire Contract period.

Questions involving the Prevailing Wage Rates for the City of Sparks should be referred to the Labor Commissioner, State of Nevada, at (775) 687-4850.

When federal money is associated with the project making the Contract subject to both state and federal wage rates, the Contractor shall not pay less than the higher rate when the two rates differ for similar kinds of labor.

The Remainder of this Section (Section 8) IS IS NOT Applicable to this contract):

- A. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- B. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.
- C. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:



-
- (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (4) The actual per diem, wages and benefits paid to the worker.

In addition, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

D. The records in Section C above must be open at all reasonable hours to the inspection of the City of Sparks, and its officers and agents. A copy of the each record for each calendar Month for the General Contractor and all Sub-Contractors must be submitted to the City of Sparks no later than 15 days after the end of each month for the previous months' wages.

9. Acceptance by the City:

It is expressly understood and agreed that all materials provided and/or work done by the Contractor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight. Nothing herein contained shall relieve the Contractor of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Contract until all work has been completed and accepted by the City.

10. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

11. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER
CITY OF SPARKS
431 PRATER WAY
PO BOX 857
SPARKS, NV 89432-0857

CONTRACTOR:



12. Arbitration:

Any and all disputes, controversies or claims arising under or in connection with this Contract, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

13. Jurisdiction and Venue:

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

14. Indemnification:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time



and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

15. Licenses and Permits:

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All Contractors, Sub-Contractors and Suppliers doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

16. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance



at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

- \$2,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be



revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.



A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Workers’ Compensation and Employer’s Liability

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance as required



by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build



or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

Contractors Pollution Liability Insurance (If Applicable)- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to “hazardous materials” as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.



B. Additional Insured Endorsements. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

C. Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

D. Bonds (as Applicable). Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

17. Liquidated Damages:

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it



being impossible to determine the actual damages occasioned by the delay) \$_____ for each _____ day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

18. Material Breach of Contract:

In the event Contractor fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and Contractor's failure to cure such breach within the time specified in the notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Contractor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

19. Force Majeure:

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

20. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Contractor from damages owed to the City, or seek other remedy including action against all bonds. The Contractor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

21. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Contractor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

22. Entire Contract:

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

23. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

24. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision herein.



25. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word “person” or “entity” shall include corporation, firm, partnership, or any other combination or association.

The use of the title “Bidder”, “Vendor”, “Contractor” or “Consultant” within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

26. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Geno R. Martini, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

Teresa Gardner, City Clerk

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **(CONTRACTOR NAME)** hereinafter designated as the "Principal" a contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **(WRITTEN COST)** dollars (\$_____), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Sparks in the State of Nevada, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time, if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Sparks in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the obligation in the said sum of **(WRITTEN COST)** dollars (\$_____) shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, to the work or to the specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, 20__, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____

Surety
By _____

CITY OF SPARKS, NEVADA – Payment Bond – Labor & Materials

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTOR**, hereinafter designated as the "Principal" a Contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTEN AMOUNT** dollars (\$_____), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor as required by the provisions of NRS 612, and provided that the claimant shall have complied with the provisions of said law, the Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding the sum specified in this bond, then the above obligation shall be null and void; otherwise to remain in full force and account. In case suit is brought upon this bond, the said Surety agrees to pay a reasonable attorney's fees to be fixed by the Court.

The Bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under NRS 339 as to give a right of action to them or their assigns in any suit brought upon this Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____

Surety

By _____