



**Topeka Housing Authority
Self – Managed Energy Performance Contract Phase II
Request for Proposals for General Contracting Services**

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Topeka Housing Authority
Self – Managed Energy Performance Contract Phase II
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Project Summary:

Topeka Housing Authority ("THA") is in the planning and development stages of a U.S. Housing and Urban Development ("HUD") approved self-managed energy performance contract phase II ("EPC II"). An EPC is a financing tool where energy and water conservation measures ("ECM") are financed and installed through future utility savings generated through reduced utility consumption. Examples of ECMs include lighting retrofits, low flow fixtures, appliances, building envelope improvements, furnaces, water heaters, boilers, central plants, and other energy and water savings improvements.

Scope of Work:

General description:

THA is seeking proposals from general contractors to provide general contracting services to install ECMs throughout THA's portfolio of up to 744 occupied homes.

The contractor is to provide all labor, material, and oversight to provide general contractor services for the scope outlined in the below two attachments:

- Exhibit 1 – Investment Grade Energy Audit & Project Specifications
- Exhibit 2 – Condensing Unit Supplemental Scope of Work

Contractors are required to provide pricing for both Attachment A and Attachment B. THA intends to award the scope outlined in Attachment A and Attachment B to a single contractor.

The selected contractor, in cooperation with THA staff and hired consultants, will be required to perform and provide all construction activities including, but not limited to, obtaining necessary building permits, the labor and resources to complete all necessary due diligence, inspections, subcontractor oversight, materials testing, permitting, safety, project supervision, and other duties necessary to successfully permit, construct, and complete the project in accordance with the bid specifications and applicable authorities having jurisdiction ("AHJ").

The selected contractor will also be required to perform all duties necessary to complete and closeout the project. This work shall include, but not be limited to completing punch list items to the satisfaction of THA, the commissioning agent, and HUD, ensuring all contract requirements have been met and lien waivers are received, delivering appropriate operation and maintenance manuals, training materials and warranties and guarantees to the commissioning agent, THA, and

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HUD, and removing all construction debris, materials and equipment from the site and buildings.

The selected contractor and their subcontractors will be required to work in occupied units and provide; scheduling, coordination, and notifications as needed.

The selected contractor will be required to provide contract administration services including, but not limited to, the following:

- Coordination of Owner, Architect, and Contractor (“OAC”) meetings
- Preparation and distribution of meeting minutes;
- Coordination of all trades, subcontractors, consultants, and other disciplines;
- Coordination and scheduling with all municipal agencies and other public and entities necessary to complete the project;
- Coordination with public utilities;
- Preparation of monthly project reports inclusive of timelines and budget information;
- Preparation of 3-week construction schedules;
- Creation of critical path schedule;
- Coordination of maintenance and warranty trainings with THA staff and commissioning agent;
- Perform pre walks/investigative walks into properties as needed;
- Provide adequate field supervision to inspect installed work on a daily basis;
- Issue Request for Information (“RFI”), response to Architectural Supplemental Instructions (“ASI”) and provide pricing for change orders (“CO”);
- Under the direction of THA and their consultants, provide all information necessary and required to secure rebates and incentives from local utilities and other agencies. Anticipated information includes but is not limited to quantities of ECMs, purchase orders, cut sheets, submittals, and pricing for ECMs;

Upon substantial completion of the project, the selected contractor will be required to provide THA with certain deliverables including, but not limited to, the following:

1. Approved Designs and drawings and schematics as needed;
2. As-built drawings;
3. Specifications in hard copy and CD electronic form;
4. Operations and maintenance manuals and any training documentation in hard copy and CD electronic form;
5. Warranty of work for a minimum of one (1) year;

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6. Operational and maintenance training videos;
7. Warranties and guarantees applicable to all appliances/equipment;
8. Written certifications of the following:
 - a. Building Code. The project complies with all applicable federal, state and local codes and ordinances including any waivers granted by the appropriate agency (s) including compliance with Uniform Physical Accessibility Standards;
 - b. Guidelines and Standards. The project meets the level of workmanship and materials as specified in the design documents and specifications;
 - c. Liens and Waivers and all Contractual Requirements. No liens nor waivers may be placed on the property and this must be attested to by the contractor;
 - d. Financial Documentation. Any and all certified project accounting documents, as required by the various financial institutions associated with this project, have been provided;

RFP, Selection, and Award Schedule:

The anticipated schedule for the RFP and selection process is as follows:

- July 22, 2021 – RFP Issued
- August 4th– Pre Bid Meeting – 9:00/AM CST
Location: 2010 SE California Ave, Topeka, KS 66607

Immediately following the meeting at 2010 SE California Avenue, site tours will be provided for all properties included in the scope of work. THA estimates site tours will conclude by 12:00 PM CST

- August 11th, 2021 - Written Questions Due – 2:00 PM CST
- August 18th, 2021 – Written Responses Issued
- **August 27th , 2021– Proposals Due**

Submission:

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All submissions must respond to all sections and statements should not exceed 15 single-sided pages (excluding cover page and attachments). Proposals must be delivered no later than **2:00pm (CST) on August 27th, 2021 to THA, located at 2010 SE California Ave, Topeka, KS 66607**

All Submissions must include:

- One electronic copy (CD and or USB Drive/"memory stick")
- Four hard copies

Attachments and Exhibits: All attachments and exhibits must be referenced in the Proposal Body. NOTE: ATTACHMENTS AND EXHIBITS ARE EXCLUDED FROM THE 15 PAGE LIMIT

Written Questions: Submit written questions to dguy@tha.gov

Evaluation Criteria:

Offers shall be submitted and evaluated in the following five (5) sections, which are explained in more detail below:

Experience	(0-20 points)
Capacity	(0-20 points)
Approach & Methodology	(0-25 points)
Pricing/Fee	(0-25 points)
Section 3	(0-10 points)

Experience (0-20 points)

- a. Detailed description of relevant projects and services provided. Provide experience with energy and water efficiency retrofits in multi-family and single family buildings. (note energy/water conservation measure additions and number of units in what type of building);
- b. Owner's name and contact information (include address and phone number);
- c. Overall construction cost of project (i.e. avg. const. cost/ sq. ft.), as applicable, including initial contract value and change order, including reasons for change orders;
- d. Organizational structure of service delivery under the contract;
- e. Original scheduled completion date and actual completion date and reason *for variance*;

Capacity (0-20 points)

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- a. Provide a separate graphic organizational structure complete with working titles for each proposed individual who will be working directly on project for project duration (pre-construction and construction management);
- b. Provide job descriptions and responsibilities and authority for each working title;
- c. Provide anticipated staff assignments for key positions by names and resumes. Provide a staff schedule by name, position, and man hours (assuming 8 hour days) per month estimated on the project;
- d. Provide current workloads of all named staff assigned to this project and schedules for completion of their current assignments.
- e. Provide a description of services which are anticipated to be subcontracted for, exclusive of general conditions;
- f. Describe subcontractor construction work, qualifications, and indicate how coordination of subcontracted services will be accomplished;
- g. If applicable, explain the structure of any joint venture or partnership, how responsibilities will be divided, how expenses and profits will be divided. Also, show each firm's staffing role. Provide a summary listing of previous work accomplished by the joint venture (included in Experience section);
- h. Identify current work/project load and explain ability to perform work with a currently contemplated Q2 2022 start date with a 9 month construction schedule;
- i. Identify ability to self-perform any scope of work;
- j. Certified financial statement of firm;
- k. Indicate firms bonding capacity for the project with current and anticipated projects;

Approach & Methodology (0-25 Points)

- a. Describe the methodology (project approach) that clearly and concisely identifies how your team will approach the direct construction portion of this project that includes managing scope of work across multiple properties and working in occupied units;
- b. Describe the methodology (project approach) that clearly and concisely identifies how your team will approach the pre-construction services portion of this project and illustrate open-book pricing of hard subcontractor bids;
- c. Describe how you will confirm on-site constructability issues that may impact the GMP during the pre-construction process;
- d. Identify how your firm will work toward meeting THA's MBE/WBE goals and your recommended reporting process to THA's staff for monitoring the progress of your efforts toward meeting MBE/WBE goals;
- e. A complete listing of assumptions and conditions associated with your proposal;

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- f. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, open-book pricing model, constructability reviews, value engineering studies, forms, general conditions, etc.);

Price/ Fee (0-25 points)

- a. Complete and submit the below to forms:
- Exhibit 4 - Price Quotation Form
 - Exhibit 8 – Pricing 2 Submittal Template (Excel File),

Section 3 (0-10 points)

- a. Complete and submit the below form:
- Exhibit 3 - Section 3 Business Preference Submittal Form

Attachment Schedule:

1. Exhibit 1 – Investment Grade Energy Audit & Project Specifications
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Exhibit 1



1325 East 16th Avenue
Denver, CO 80218
(303) 861-2070
group14eng.com

TOPEKA HOUSING AUTHORITY PHASE II

Investment Grade Audit

July 16, 2021

PREPARED BY:

Emily Rader-Neely

BUILDING PERFORMANCE ENGINEER

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1 EXECUTIVE SUMMARY

Group14 Engineering has conducted an investment grade energy audit of the Topeka Housing Authority (THA) public housing portfolio. This document is the audit project narrative, which identifies energy and water conservation measures (ECMs) for possible inclusion in Phase II of an Energy Performance Contract (EPC). After review and feedback by THA, a bundle of efficiency measures has been selected based on the portfolio's capital needs and the economic requirements of the EPC cash flow pro-forma.

The audit scope included 744 public housing units managed by the Topeka Housing Authority (THA). Building types include mid-rises, row home sites, and an assortment of detached and semi-detached housing sites. Opportunities for improved energy and water efficiency performance were found in all facilities, ECMs include:

- Furnace upgrades
- Low flow toilets
- Control Valves
- Solar Photovoltaics

Group14 recommends that low flow toilets be implemented to improve EPC financial performance. Longer payback items should be ranked based upon THA's capital needs. High priority items will be included in the EPC as allowed by project financials.

The report is organized by ECM category: Water, Mechanical, and Renewable system upgrades. Savings are reported by HUD Project Number. This narrative provides documentation of existing conditions, performance requirements for the proposed ECMs, and equipment counts.

It should be noted that all existing condition descriptions are provided for audit purposes only. Contractors are required to verify all on-site conditions on which their bids are based.

Group14 would like to thank Topeka Housing Authority staff and residents for sharing their time and deep knowledge of the housing portfolio.

1.1 ECM Items Key

Tag Name	Description
F1	94%+ AFUE condensing 2-stage furnaces
WF1	Toilet replacement (1.28 gpf)
WF2	ADA Toilet replacement (1.28 gpf)
CV1	2-way zone valves
P1	High efficiency pumps with ECM motors
PV1	Install a roof mounted photovoltaic system

Please refer to complete narrative and specification set for all construction requirements

2 GENERAL ASSUMPTIONS

The typical energy use is separated into weather dependent and independent components – gas heating, gas baseload, electric heating, electric baseload, electric cooling, domestic water use, and irrigation water use. These are the components that are used as inputs into some savings calculations. Each component value used as a calculation input is stated in the report.

Some of the energy savings calculations have been performed using energy modeling software – the eQuest 3.6 interface for DOE-2.2. It uses an hourly typical weather year and was calibrated to the weather-regressed utility data. This allows all of the different interactions between envelope and heating and cooling systems.

To ensure utility data validation, a thorough audit of Authority records will be performed during the development of the utility baseline.

This type of analysis ensures that savings are based on actual consumption data, as opposed to stipulated savings calculations based on building use assumptions. It is more compatible with an Option C Measurement and Verification Protocol, the preferred approach for this project.

When stipulated savings calculation and building use assumptions are employed in this report, such assumptions are clearly stated in the associated Savings Calculations report section.

The measure narratives and specifications that will guide implementation have been designed to support the efficiency performance projected in this audit. Additionally, they will meet or exceed the standards established by Topeka Housing Authority and applicable Authorities Having Jurisdiction. The following standards have specific relevance to one or more ECMs:

- ASHRAE 90.1
- ASHRAE 62.1 and 62.2
- Illuminating Engineers Society of North America (IESNA) Guidelines
- Environmental Protection Agency (EPA) and Energy Star regulations and standards
- The National Electrical Code (NEC)
- Codes and Standards of the local Authorities Having Jurisdiction

A note on energy savings calculations; in some cases, it is assumed that there will be degradation in energy or water savings over the term of the Phase II EPC. This can be due to decreases in equipment performance over time (before equipment failure), or because of detrimental interaction between ECMs and building users. In these cases, a variance factor has been applied to reduce the projected savings. This is clearly indicated in the relevant calculations presented in this report.

3 SITE DESCRIPTIONS

Below is a table summarizing the properties included in the investment grade energy audit.

AMP	Site #	Site Name	Senior / Family / Mixed	Total	Unit Count					
					0	1	2	3	4	5+
KS002000001	KS02-01.0	Pine Ridge Manor	Family	201	-	70	76	44	11	-
KS002000001	KS02-09.0	Marshall Square	Family	26	-	24	2	-	-	-
KS002000002	KS02-03.0	Polk Plaza	Mixed	109	65	35	9	-	-	-
KS002000002	KS02-08.0	Tennessee Town I	Mixed	25	-	25	-	-	-	-
KS002000003	KS02-04.1	Deer Creek Village	Family	92	-	10	44	34	2	2
KS002000003	KS02-04.2	Western Plaza	Family	22	-	-	12	8	1	1
KS002000004	KS02-04.0	Tyler Towers	Senior	75	-	75	-	-	-	-
KS002000005	KS02-02.0	Jackson Towers	Mixed	102	-	94	8	-	-	-
KS002000007	KS02-07.0	Tennessee Town II	Mixed	16	-	16	-	-	-	-
KS002000008	KS02-10.0	Echo Ridge	Family	66	-	16	38	12	-	-
Total				734	65	366	193	102	15	3



Pine Ridge Manor

Number of Units: 201
 Construction Date: 1962
 Family Housing
 Number of Stories: 1
 Bedroom Distribution: 70 1-bedroom, 76 2-bedroom, 44 3-bedroom, 11 4-bedroom



Building Envelope

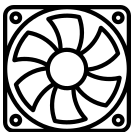
Pine Ridge Manor is a family site that is comprised of single-story duplex and detached homes. Most homes have double pane windows with vinyl frames, and pitched, shingled roofs. The buildings are wood frame construction with minimal batt insulation.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Pine Ridge Manor consists of LED ceiling mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens.

Common and Exterior Lighting Technology Type: Each unit has (2) wall mounted porch lights with LED bulbs. Aside from porch lights, exterior lighting is primarily provided through utility owned street lights. There are also (10) LED wallpacks on the community and aquaponics building. The only common area lighting is in the community and aquaponics building. Lighting is primarily linear fluorescent (mostly T8 and T5 electronically ballasted fixtures) and ceiling mounted screw in LED.



HVAC

Heating: The space heating system is individually heated with an atmospheric, natural gas furnace. Most units were Carrier furnaces, with a heating output range of 46,000 – 69,000 BTUH.

Cooling: The units are conditioned with split system DX cooling with predominately 1.5 ton condensing units (R-22 refrigerant).

DHW: Domestic hot water (DHW) is provided by an atmospheric natural gas 40 gallon packaged boiler and tank. Observed manufacturers included Reliance, American Water Heater, Premium Plus, and others.



Marshall Square

Number of Units: 26
Construction Date: 1955 (remodeled 2006)
Family Housing
Number of Stories: 1
Bedroom Distribution: 24 1-bedroom,
2 2-bedroom



Building Envelope

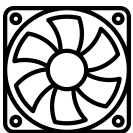
Marshall Square is a family site that is comprised of row-type and detached homes. All units have double pane windows with vinyl frames, and pitched, shingled roofs. The buildings are wood frame construction with some batt insulation.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Marshall Square consists of LED ceiling mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens

Common and Exterior Lighting Technology Type: Each unit has (2) wall mounted porch lights with LED bulbs. Aside from porch lights, exterior lighting is primarily provided through LED flood lights. The only common area lighting is in the garage and laundry rooms. Lighting is linear fluorescent (T8 electronically ballasted fixtures) in the laundry rooms and ceiling mounted screw in CFLs in the garage.



HVAC

Heating and Cooling: The units at Marshall Square are each heated and cooled by heat pumps. The units are rated at 16 SEER and 9 HSPF.

DHW: The 1 bedroom units are served by (2) 30 kW, 120 gallon electric Domestic hot water (DHW) heaters. The 2 bedroom units have 50 gallon, 4,500 watt individual in-unit electric DHW heaters.



Polk Plaza

Number of Units: 109
 Construction Date: 1969
 Mixed Housing
 Number of Stories: 9
 Bedroom Distribution: 65 studio, 35 1-bedroom,
 9 2-bedroom



Building Envelope

The Polk Plaza high rise is comprised of double pane windows with aluminum framing. The building is CMU, concrete and steel construction with a flat EPDM roof. The cottages are comprised of brick/wood framed walls, double pane windows with aluminum frames and a sloped roof with asphalt shingles.

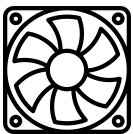


Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Polk Plaza consists of LED ceiling and wall mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens. The first floor units also have linear fluorescent fixtures (primarily T8, electronically ballasted).

Common and Exterior Lighting Technology Type: Common area lighting is primarily 4' T8 electronically ballasted linear fluorescent fixtures (224). Exterior lighting is primarily provided (2) LED pole lights, (19) LED pole lights, and 3 LED bollards.

HVAC



Heating: The units and common areas at the Polk Plaza high rise are heated by hydronic baseboard, except the 1st floor. The baseboard is controlled by 2-way thermostatic zone valves with analog non-programmable thermostats. It is served by 2 Weil-McLain power vent boilers, 2,843 MBH output each. The heating plant is manually enabled from October 15th through April 15th each year. Two (5) hp constant volume pumps circulate hot water for space heating.

Cooling: Air conditioning is provided by authority owned window units in each apartment. Two window AC units per floor provide cooling to the corridors.

DHW: One power draft domestic hot water boiler provides hot water to one large storage tank.

Ventilation: The building exhaust is controlled by a series of large exhaust fans on the roof that feed a series of chases serving each apartment and run continuously.



Tennessee Town I

Number of Units: 25
 Construction Date: 1982
 Mixed Housing
 Number of Stories: 1
 Bedroom Distribution: 25 1-bedroom



Building Envelope

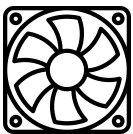
Tennessee Town I is a family site that is comprised of single story duplex and detached homes. Most homes have double pane windows with metal frames, and pitched, shingled roofs. The buildings are wood frame construction with minimal batt insulation.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Tennessee Town I consists of incandescent and compact fluorescent ceiling mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens. There were also circline fluorescent fixtures in the kitchens.

Common and Exterior Lighting Technology Type: Common area lighting in the community building is primarily linear fluorescent (T8 fixtures) and ceiling mounted screw in LED fixtures. Each unit has (3) wall mounted LED porch lights. Exterior lighting is primarily utility owned street lights and authority owned pole lamps. There are (12) LED pole lights and 7 solar powered LED pole lights. There are also (4) CFL wallpacks on the community building.



HVAC

Heating: Apartments are heating by individual gas-fired furnaces. Most units are Carrier furnaces, with a heating output of 44,000 BTUH.

Cooling: The units are conditioned with 1.5-3 ton split system DX cooling (R-22 refrigerant).

DHW: Domestic hot water (DHW) is provided by an atmospheric natural gas 40 gallon packaged boiler and tank.



Deer Creek Village

Number of Units: 92
 Construction Date: 1969
 Family Housing
 Number of Stories: 2
 Bedroom Distribution: 10 1-bedroom, 44 2-bedroom,
 34 3-bedroom, 2 4-bedroom, 2 5-bedroom



Building Envelope

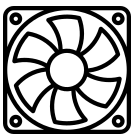
Deer Creek Village is a family site that is comprised of single and two story duplex and row-type homes. Most homes have double pane windows with metal frames, and pitched, shingled roofs. The buildings are wood frame construction with minimal batt insulation.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Deer Creek Village consists of LED ceiling mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens.

Common and Exterior Lighting Technology Type: The only common area lighting is in the community building. Lighting is primarily linear fluorescent (T8 electronically ballasted), with a few ceiling mounted LED fixtures and LED exit lighting. Each unit has (2) wall mounted or ceiling recessed porch lights with LED bulbs. Aside from porch lights, exterior lighting is primarily provided through utility owned street lights. There is also (1) LED wallpack on the community building.



HVAC

Heating: Apartments are heated by individual gas-fired furnaces. Most units were Carrier furnaces, with a heating output range of 44,000 – 69,000. At 50 units, a combi-boiler provides both heating (through a fan coil) and DHW.

Cooling: The units are conditioned with 1.5-2 ton split system DX cooling (R-22 refrigerant).

DHW: Domestic hot water (DHW) is provided by primarily Reliance atmospheric natural gas 40 gallon packaged boiler and tank, except at the 50 combi-boiler units which were installed in 2018.

Ventilation: Exhaust is provided by individually vented bath fans. Ventilation is provided by operable windows.



Western Plaza

Number of Units: 22
 Construction Date: 1970
 Family Housing
 Number of Stories: 2
 Bedroom Distribution: 12 2-bedroom,
 8 3-bedroom, 1 4-bedroom, 1 5-bedroom



Building Envelope

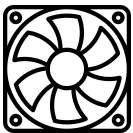
Western Plaza is a family site that is comprised of three story walk up multi-family buildings. Units have double pane windows with metal frames and pitched roofs. The buildings are wood frame construction with minimal batt insulation.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Western Plaza consists of LED ceiling mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens.

Common and Exterior Lighting Technology Type: Each unit has (2) wall mounted or ceiling recessed porch lights with either incandescent or compact fluorescent bulbs. Aside from porch lights, exterior lighting is provided through utility owned street lights. There is no other Authority owned exterior or common area lighting.

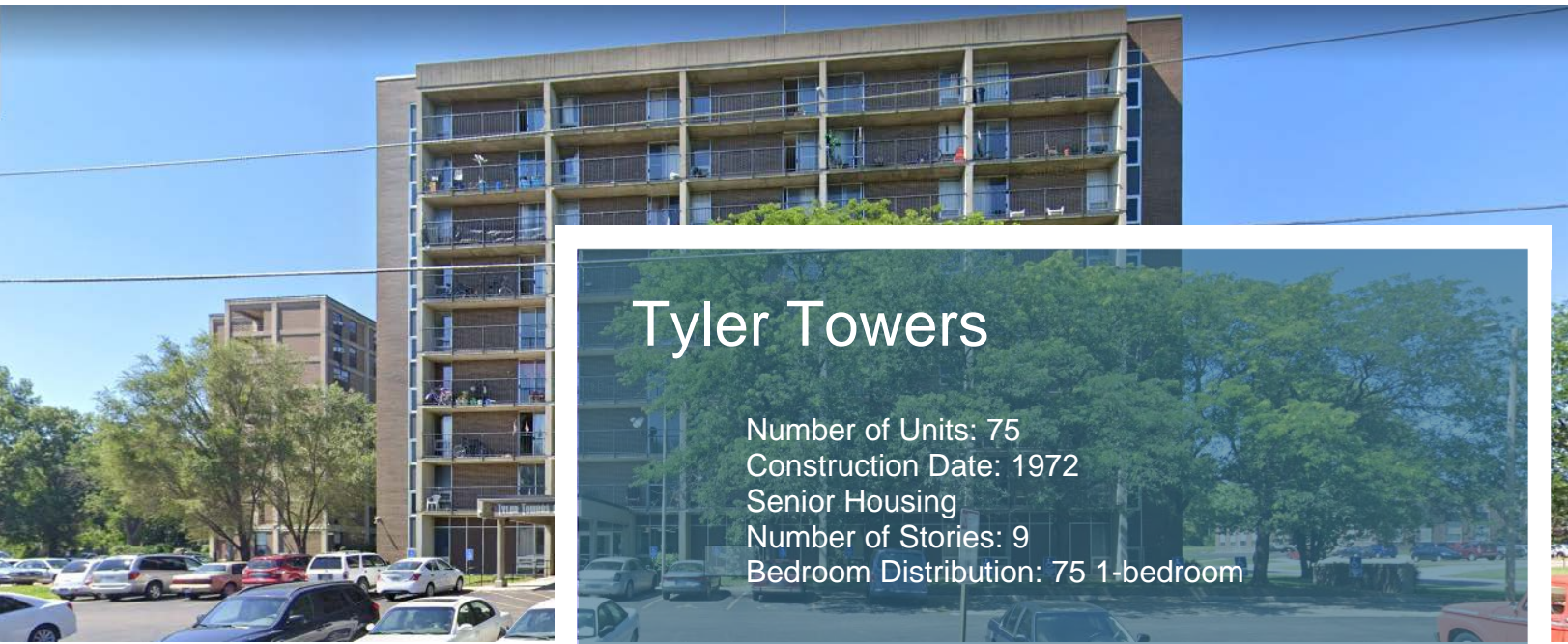


HVAC

Heating: Apartments are heating by individual gas-fired furnaces. Most units were Carrier furnaces, with a heating output range of 44,000 – 66,000.

Cooling: The units are conditioned with 1.5 ton split system DX cooling (R-22 refrigerant).

DHW: Domestic hot water (DHW) is provided by an atmospheric natural gas 40 gallon packaged boiler and tank.



Building Envelope

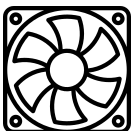
Tyler Towers is an elderly site that is comprised of single midrise building. The building has double pane windows with aluminum frames, and a flat EPDM roof. The building is concrete and steel construction.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Tyler Towers consists of LED ceiling mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens. There is some T5 fluorescent under cabinet lighting.

Common and Exterior Lighting Technology Type: Common area lighting is primarily 4' T8 linear fluorescent lighting with electronic ballasts. There are LED exit signs present. Exterior lighting is primarily provided through lighting associated with Polk Plaza, some LED balcony lights, LED wall packs, and LED jelly jar lights.

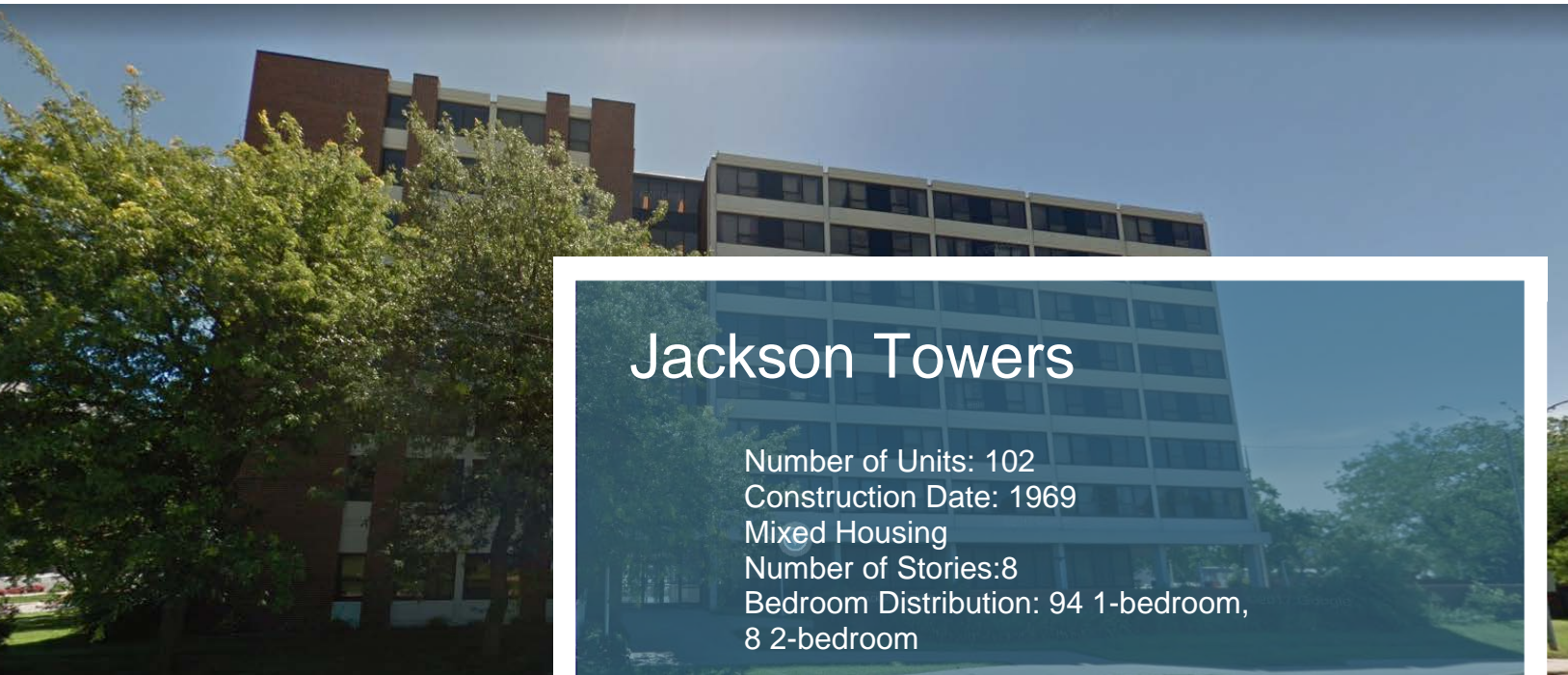


HVAC

Heating: The units at Tyler Towers are each heated and cooled by a 2-pipe fan coil unit. The fan coil unit is controlled by a manual "warmer/cooler" dial and 3 speed fan selector switch. The fan coil units are served by 2 power vent, natural gas Weil McLain boilers, one 1,904 MBH output and one 3,270 MBH output. There is (1) 5 hp constant volume space heating distribution pump.

Cooling: Chilled water is supplied by a new McQuay air cooled 160 ton chiller. There are 2 constant volume chilled water pumps (7.5 hp each).

DHW: Domestic hot water is provided by 1 condensing Aerco DHW boiler, supplying a storage tank.



Jackson Towers

Number of Units: 102
 Construction Date: 1969
 Mixed Housing
 Number of Stories: 8
 Bedroom Distribution: 94 1-bedroom,
 8 2-bedroom



Building Envelope

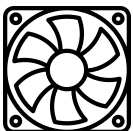
Jackson Towers is a 102 unit high rise with common areas, administrative offices, and laundry facilities (1 washer and dryer on floors 2-6). Windows are double pane with aluminum framing. The building is concrete and steel construction with a flat EPDM roof.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Jackson Towers consists of LED ceiling mounted fixtures throughout the bedrooms, hallways, living rooms and kitchens. Bathrooms may also have a linear fluorescent vanity fixture.

Common and Exterior Lighting Technology Type: Common area lighting is primarily 4' T8 linear fluorescent lighting, located in hallways, laundries, community spaces, offices, and stairwells. There are also some CFL fixtures serving the common areas. There are 27 pole lights on site, each lamped with an LED. Other exterior lighting includes 2 LED jelly jar fixtures, (14) LED recessed can lights, and an LED wall pack.



HVAC

Heating: The units at Jackson Towers are each heated and cooled by a 4-pipe fan coil unit. The fan coil unit is controlled by a digital thermostat that controls zone valves and fan speed. The fan coil units are served by modular condensing boilers. There are 2 constant volume space heating distribution pumps (10 hp each).

Cooling: Chilled water is supplied by a new air-cooled chiller. There are 2 variable volume chilled water pumps (25 hp each).

DHW: Domestic hot water is provided by 2 condensing Lochinvar DHW boilers, supplying a storage tank. DHW boilers and circulation pumps appear to be ~10 years old.



Tennessee Town II

Number of Units: 16
Construction Date: 2010
Family Housing
Number of Stories: 1
Bedroom Distribution: 16 1-bedroom



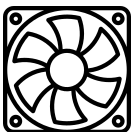
Building Envelope

Tennessee Town II is a family site that is comprised of single story duplex and row-type homes. The homes have triple pane low-e windows with vinyl frames, and pitched shingled roofs with R-49 blown-in insulation. The buildings are wood frame construction with R-19 loosefill insulation.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Tennessee Town II consists of LED ceiling mounted fans and fixtures throughout the bedrooms, hallways, living rooms and bathrooms. Kitchens have T8 linear fluorescent ceiling fixtures.



HVAC

Heating and Cooling: The units at Tennessee Town II are each heated and cooled by 1.5 ton Rheem heat pumps. The units are rated at 15 SEER and 9 HSPF.

DHW: Domestic hot water (DHW) is provided by State electric 40 gallon DHW tanks.

Ventilation: Exhaust is provided by individually vented bath fans with switched control. Ventilation is provided by operable windows.



Echo Ridge

Number of Units: 66
Construction Date: 2010
Family Housing
Number of Stories: 1
Bedroom Distribution: 16 1-bedroom,
38 2-bedroom, 12 3-bedroom



Building Envelope

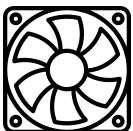
Echo Ridge is a family site that is comprised of single story duplex and row-type homes. The homes have triple pane low-e windows with vinyl frames, and pitched shingled roofs with R-49 blown-in insulation. The buildings are wood frame construction with R-19 loosefill insulation.



Lighting

Interior Lighting Technology Type: The lighting in a typical unit at Echo Ridge consists of primarily compact fluorescent ceiling mounted fans and fixtures throughout the bedrooms, hallways, living rooms and bathrooms. Kitchens and garages have T8 linear fluorescent ceiling fixtures.

Exterior Lighting Technology Type: There are pole lights on site, each lamped with an 18 W CFL bulb. Other exterior lighting includes both ceiling and wall mounted CFL porch lights.



HVAC

Heating and Cooling: The units at Echo Ridge are each heated and cooled by FHP geothermal heat pumps. The units are rated at 15.2 EER and 3.2 COP.

DHW: Domestic hot water (DHW) is provided by Bradford White electric 30 gallon DHW tanks.

Ventilation: Exhaust is provided by individually vented bath fans with switched control. Ventilation is provided by operable windows.

4 SUMMARY OF MEASURE EVALUATED

A broad range of measures was investigated during the investment grade energy audit. The measures THA has selected to implemented through the EPC Phase II are summarized below and detailed in Section 5.

	Low Flow Toilets	HVAC Upgrade (Furnace/DX)	FCU Control Valves	Solar
Pine Ridge Manor	X	X		
Marshall Square				
Polk Plaza	X			
Tennessee Town I				
Deer Creek Village	X	X		X
Western Plaza	X	X		
Tyler Towers	X		X	
Jackson Towers			X	
Tennessee Town II				
Echo Ridge				

4.1 Equipment Age

The age of all major equipment proposed to be replaced was assessed and is summarized below.

Site Name	Equipment	Average Age	Expected Useful Life
Pine Ridge Manor	Furnace	19 years	20 years
Deer Creek Village	Furnace	19 years	20 years
Western Plaza	Furnace	20 years	20 years

5 ENERGY AND WATER CONSERVATION MEASURES

5.1 Mechanical

5.1.1 Upgrade Furnaces – ECM 2-307

Site Name	Project #	Count and Descriptions		
Pine Ridge Manor	KS02-01.0	201	F1	94%+ AFUE condensing 2-stage furnaces
Deer Creek Village	KS02-04.1	42	F1	94%+ AFUE condensing 2-stage furnaces
Western Plaza	KS02-04.2	22	F1	94%+ AFUE condensing 2-stage furnaces
TOTAL		325	F1	94%+ AFUE condensing 2-stage furnaces

The space heating system at these properties consists of individual furnaces in each unit. These furnaces are nearly 20 years old. The efficiency of each furnace was recorded for a 10% sample of the housing development units. The replacement of furnaces with new 94%+ AFUE condensing 2-stage models is recommended in sites where inefficient non-condensing models more than 7 years old are currently in place. A new thermostat shall be installed that takes full advantage of the staging and efficiency performance of the new furnace.

Please consider the following when assembling pricing:

- Additional wires may need to be run between the furnace and new thermostat. This cost must be included in the bid.
- Provide a non-programmable thermostat with the ability to take advantage of the staging and the ability to operate in fan only mode.
- Furnaces need to be installed per code. This includes meeting any dedicated power requirements. Any costs associated with code requirements of the Authority Having Jurisdiction must be included in the bid.
- A Manual J compliant load calculation and Manual S compliant sizing must be performed to properly size the new furnaces. All load and sizing calculations shall be submitted to the owner and commissioning agent for approval before any equipment is ordered. **Do NOT bid like for like capacities with existing equipment before evaluating loads.** Some of the original plans are available for the properties and when available will be utilized as a means of reference for the sizing of the equipment.
- A sticker prompt should be included to encourage a 66°F nighttime set point and a 70°F daytime set point for heating. The sticker design will be provided by the owner, but the contractor will be responsible for printing and installing the prompt.
- Include a detailed description of the proposed flue routing for the new condensing furnace with the bid that meets code and manufacturer requirements. Exterior flue penetrations should be capped with a bird screen and be out of reach of any residents. The proposed flue route will need to be approved by the commissioning agent and owner.
- Ensure that furnace venting will not drip condensate or other moisture onto outdoor condensing units.
- Include a detailed description of the proposed condensate line routing. The proposed condensate line route will need to be approved by the commissioning agent and owner.
- Verify that gas piping and pressure meet manufacturer requirements. Any cost for modifications must be included in bid.
- All visible and accessible ducts shall be sealed with a SMACNA approved material.



- Install turning vanes in all T and elbow duct fittings accessible from the furnace. Turning vanes can be single wall.
- For apartments with two floors and no return air pathway on the second floor, provide an allowance for the installation of door transfer grills to facilitate the movement of return air.
- The intent is to reuse refrigerant line sets if the contractor deems this will not damage the new equipment in any way and is in compliance with manufacturer requirements. Provide an allowance for the replacement of 25% of line sets. If the insulation is damaged on any reused line sets, this insulation needs to be replaced or repaired.
- Provide an allowance for the 25% replacement of the concrete pads and electrical panels.
- All equipment shall be started per manufacturer requirements. Also include documentation of proper airflow, filtration, gas pressure, temperature rise, and controls configuration. Start-up documentation shall be left on site and submitted to the owner and commissioning agent. A sample start up report shall be included in the bid specifications.

The following performance-based specification sections are related to this scope of work (note: some information in the specifications may relate to other scopes of work and may not be germane to this scope of work):

- 013300 – SUBMITTAL PROCEDURES
- 014000 – QUALITY REQUIREMENTS
- 017823 – OPERATION AND MAINTENANCE DATA
- 017900 – DEMONSTRATION AND TRAINING
- 019113 – GENERAL COMMISSIONING REQUIREMENTS
- 230529 – HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 231123 – FACILITY NATURAL-GAS PIPING
- 235416 – GAS-FIRED FURNACES

Improvements to Operations and Maintenance:

New furnaces will push back the date at which the unit furnaces would have to be replaced due to reaching end of life cycle, and will reduce the number of heating-related calls experienced. Additionally, all furnaces will be provided by the same manufacturer, improving the ease of maintenance and repair.

Impacts to Residents:

The new furnaces will likely keep the residents more comfortable. Installation of digital thermostats will allow for more accurate thermal control. Any sites that see airflow rebalancing will improve thermal comfort.

Pricing and Site-Specific Installation Notes to Contractor:

Size furnaces at 30 btu/SF for pricing purposes. Before final equipment selection, contractor shall be responsible for load calculation and equipment sizing per specifications. **It should be noted that the contractor is ultimately responsible for verifying site conditions.**

5.1.2 Fan Coil Control Valves – ECM 2-308

Site Name	Project #	Count and Descriptions		
Tyler Towers	KS02-04.0	75	CV1	2-way zone valves
		3	P1	High efficiency pumps with ECM motors
Jackson Towers	KS02-02.0	204	CV1	2-way zone valves
		2	P1	High efficiency pumps with ECM motors
TOTAL		279	CV1	2-way zone valves
		5	P1	High efficiency pumps with ECM motors

At Tyler Towers, the units are each heated and cooled by a 2-pipe fan coil unit. There is 1 constant volume space heating distribution pump and 2 constant volume chilled water pumps. The fan coil units are currently equipped with 3-way valves which cannot take advantage of variable speed pumping. It is recommended that the heating and cooling pumps be upgraded to new high efficiency pumps with ECM motors or be installed with variable frequency drives (VFDs) to allow variable speed operation. All zone valves must be replaced with 2-way valves.

The units at Jackson Towers are each heated and cooled by a 4-pipe fan coil unit. The fan coil unit is controlled by a digital thermostat that controls zone valves and fan speed. There are 2 constant volume space heating distribution pumps and 2 variable speed chilled water pumps. The fan coil units are currently equipped with 3-way valves which cannot take advantage of variable speed pumping. It is recommended that the heating pumps be upgraded to new high efficiency pumps with ECM motors or be installed with variable frequency drives (VFDs) to allow variable speed operation. All zone valves must be replaced with 2-way valves.

Please consider the following when assembling pricing:

- The new pumps shall be engineered to meet the system flow and pressure requirements. The new pumps shall be controlled to maintain minimum system flows either by utilizing a differential pressure sensor located on the top floor of the building or by utilizing a minimum flow controller. These flows shall be verified by an independent balancer for both part load and full load conditions.
- Zone valves should be selected with Cv values which allow adequate flow to each coil.
- It is the contractor's responsibility to verify that the new valves will work with the existing thermostats and include pricing for replacement if necessary.

The following performance-based specification sections are related to this scope of work (note: some information in the specifications may relate to other scopes of work and may not be germane to this scope of work):

- 013300 – SUBMITTAL PROCEDURES
- 014000 – QUALITY REQUIREMENTS
- 017823 – OPERATION AND MAINTENANCE DATA
- 017900 – DEMONSTRATION AND TRAINING
- 019113 – GENERAL COMMISSIONING REQUIREMENTS
- 230513 – COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
- 230593 – TESTING, ADJUSTING, AND BALANCING FOR HVAC
- 230923.11 – CONTROL VALVES
- 232113 – HYDRONIC PIPING
- 232116 – HYDRONIC PIPING SPECIALTIES
- 232123 – HYDRONIC PUMPS

Improvements to Operations and Maintenance:

Many of the zone valves are failing. New valves will reduce the number of comfort-related calls experienced. This measure will have no impact on operating or maintenance costs. No repairs are required for this measure to be effective and no new skills are required.

Impacts to Residents:

The new valves will reducing the frequency of heating and cooling problems the residents experience.

Pricing and Site-Specific Installation Notes to Contractor:

Contractor is responsible for final counts and verifying on-site conditions. **It should be noted that the contractor is ultimately responsible for verifying site conditions.**

5.2 Water

5.2.1 Low Flow Fixture Installation – ECM 2-104

Site Name	Project #	Count and Descriptions		
Pine Ridge Manor	KS02-01.0	203	WF1	Toilet replacement (1.28 gpf)
Pine Ridge Manor	KS02-01.0	9	WF2	ADA Toilet replacement (1.28 gpf)
Polk Plaza	KS02-03.0	104	WF1	Toilet replacement (1.28 gpf)
Polk Plaza	KS02-03.0	5	WF2	ADA Toilet replacement (1.28 gpf)
Deer Creek Village	KS02-04.1	96	WF1	Toilet replacement (1.28 gpf)
Western Plaza	KS02-04.2	24	WF1	Toilet replacement (1.28 gpf)
Tyler Towers	KS02-04.0	67	WF1	Toilet replacement (1.28 gpf)
Tyler Towers	KS02-04.0	8	WF2	ADA Toilet replacement (1.28 gpf)
TOTAL		494	WF1	Toilet replacement (1.28 gpf)
		22	WF2	ADA Toilet replacement (1.28 gpf)

During the course of the audit, it was observed that a percentage of toilets had conventional flow toilets installed. The efficiency measure is to replace all toilets with 1.28 gpf toilets. The installing contractor should verify the exact number of each toilet to be remediated – please see pricing notes below on how to price. Pine Ridge, Deer Creek, and Western have a few units with two bathrooms (reflected in counts above).

The following specifications apply.

- 013300 – SUBMITTAL PROCEDURES
- 014000 – QUALITY REQUIREMENTS
- 017823 – OPERATION AND MAINTENANCE DATA
- 017900 – DEMONSTRATION AND TRAINING
- 019113 – GENERAL COMMISSIONING REQUIREMENTS
- 224200 – PLUMBING FIXTURES

Improvements to Operations and Maintenance:

The new low flow toilets should reduce the number of existing leaks and associated work orders.

Pricing and Site-Specific Installation Notes to Contractor:

Please price out at a 100% installation rate for these items, represented by the fixture count in the table at the beginning of this section. Please provide an allowance for new shutoff valves at 25% of units and in-unit supply lines at all units.

For Polk Plaza, please include pricing for the installation of floor by floor service shut off valves.

Also provide a per unit materials and labor price based on the specified basis of design products available through HD Supply, or the Authority's current procurement partner if different. Preferred manufacturers are listed in the spec. If the installed count varies from the count in the table above, it is anticipated that a deduct or add will be offered using this per unit price. During installation, the contractor will be responsible for noting any obvious leaks at the water fixture. These should be tracked by unit and reported to the Housing Authority. Additionally, to reduce impact on residents, the contractor must be appropriately staffed to allow the installation crew to install ECMs at an efficient pace.

5.3 Renewable Energy

5.3.1 Solar PV – ECM 2-208

Site Name	Project #	Count and Descriptions		
Deer Creek Village	KS02-04.1	1	PV1	Install a roof mounted photovoltaic system

At Deer Creek Village, a roof top mounted PV system is recommended for the Community Center with a goal of maximizing efficiency and sizing the system to offset as much of the building's load as possible without generating excess electricity ("kWh").

The following performance-based specification sections are related to this scope of work (note: some information in the specifications may relate to other scopes of work and may not be germane to this scope of work):

- 013300 – SUBMITTAL PROCEDURES
- 014000 – QUALITY REQUIREMENTS
- 017823 – OPERATION AND MAINTENANCE DATA
- 017900 – DEMONSTRATION AND TRAINING
- 019113 – GENERAL COMMISSIONING REQUIREMENTS
- MINIMUM SOLAR TECHNICAL SPECIFICATION

Improvements to Operations and Maintenance:

The installation of PV systems will have little impact on the operations and maintenance ("O&M") of the site. PV systems require very little O&M on a routine basis and THA is seeking pricing for a third party local solar contractor to provide annual O&M.

Impacts to Residents:

The PV systems will have no impact on the residents other than potentially providing a sense of pride that their homes are being powered with clean renewable energy.

Pricing and Site-Specific Installation Notes to Contractor:

Deer Creek Village

Address: 2345 SE 25th Street, Topeka, KS

Number of Stories: 1

Electrical System

Meter Type: Master Meter

Rate Class: Commercial

Electrical Panel: To be verified by contractor

General Notes

Scope and pricing approach: This ECM requires a solar contractor(s) to provide a design assist approach where the solar contractor is required to provide a turnkey design, engineering, procurement, and construction (EPC) approach including:

All required design, permitting, applications, and other requirements required by the jurisdiction having local authority as well as utility companies

Procurement and construction of the complete PV system

Interconnection

Required meters

Sizing: The systems should be designed and sized to offset as much of the load of the building as possible without the generation of additional electricity which would go back to the grid through net metering or a similar program (if applicable).

Warranty:

2 years materials and workmanship

Solar panel performance of 93 percent of nameplate at year 10 and 85 percent of nameplate at year 25 via pass through of module manufacturer warranty

20-year inverter warranty

Rebates / Incentives / Tax Credits: The solar contractor is to work with THA in maximizing and securing any utility rebates, renewable energy credits, and potentially monetizing any available tax credits.

Ownership Structure: Pricing and analysis for this ECM should assume THA owns the PV systems outright and there is no third party ownership or power purchase agreement ("PPA").

Operations and Maintenance: This ECM requires an annual O&M contract for 20 years where the solar contract is to provide pricing for such services.

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 2. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Owner's and Construction Manager's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Owner's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Owner, Commissioning Authority and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- 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. Owner and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner and Construction Manager.
 - 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of Construction Manager.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Related physical samples submitted directly.
 - m. Indication of full or partial submittal.
 - n. Transmittal number.
 - o. Submittal and transmittal distribution record.
 - p. Other necessary identification.
 - q. Remarks.
- D. Options: Identify options requiring selection by Owner.

- E. Deviations: Identify deviations from the minimum performance requirements on submittals.
- F. 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.
 - 3. Resubmit submittals until they are marked with approval notation from Owner's and Construction Manager's action stamp.
- G. 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.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Owner's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 - 1. Post electronic submittals as PDF electronic files directly to Project Web site specifically established for Project.
 - a. Owner, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Or, submit electronic submittals via email as PDF electronic files.
 - a. Owner, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- 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 published 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 catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the minimum performance specifications or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer, where required.
 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 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner, through Construction Manager, will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Owner and Construction Manager will retain two Sample sets; remainder will be returned.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Submit product schedule in the following format:
 - a. PDF electronic file.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are required of Contractor, provide products and systems complying with the minimum performance indicated.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner and Construction Manager.
- 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.

3.2 OWNER'S AND CONSTRUCTION MANAGER'S ACTION

- A. General: Owner and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Owner and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Owner and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Owner and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Owner and Construction Manager will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Owner, Commissioning Authority, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction. Additional, experience shall mean having at least three to five years' experience with like or similar in type, size projects and with credible references

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and re-inspecting.

- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner or Commissioning Authority.
 - 2. Notify Owner and Commissioning Authority seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Owner and Commissioning Authority approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed unless otherwise indicated.

1.6 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
- B. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the project requirements.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner's, Commissioning Authority's, and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and no later than 30 days following receipt of approved contractor submittals. Owner and Commissioning Authority will return copy with comments.
 - 1. Correct or revise each manual to comply with Owner's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Owner's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

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

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

1. Binders: Heavy-duty, three-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, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.

7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.
- F. Include name, phone numbers, and contact for the local reps who provided the equipment.

2.4 PRODUCT MAINTENANCE MANUALS

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

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance

and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. 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. O&M Manuals are to be project specific and are not to include catalogs with multiple model numbers. All product data should be edited so as to provide only the information associated with the equipment provided on this project. All associated model numbers should be indexed and all non-relevant models shall be deleted. Include Name, phone numbers, and contact for the local reps who provided the equipment
- 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.

END OF SECTION 017823

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. 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.
 - 3. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and 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. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

- B. 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 Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for 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 as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 - 4. Operations: Include the following, as applicable:

- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

3.2 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. A manufacturer's representative shall be present at a minimum of 1 training for each unique piece of equipment.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- 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.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance-based test.
- F. A manufacturer's representative will be present at all equipment training sessions.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.

- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.
- C. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

SECTION 019113 – GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Commissioning Plan prepared by the CxA contains requirements that apply to this Section.

1.2 SUMMARY

- A. This Section includes general requirements that apply to implementation of commissioning without regard to specific systems, subsystems, and equipment being commissioned.
- B. Owner has employed an independent Commissioning Authority (CxA). The Commissioning Authority is an independent and knowledgeable third party, hired to verify that the systems being commissioned work as intended. The Commissioning Authority will inform the Owner of the results of the Commissioning Process and provide suggestions, as necessary, to correct deficiencies in observed performance or installation.
- C. The Commissioning Process is a quality-oriented process for achieving, verifying and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria.
- D. The Contractor is responsible for participation in the Commissioning Process as outlined in the Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections; the *Commissioning Plan*.
- E. The *Commissioning Plan* provides specifics regarding processes and procedures as well as roles and responsibilities for all Commissioning Team members.
- F. The Contractor is responsible to furnish labor and materials sufficient to meet all requirements of building commissioning under this contract.

1.3 SYSTEMS-TO-BE-COMMISSIONED

- A. Central Plant Retrofits and Optimization
- B. Solar PV
- C. “Focused, Quality-Based Sampling” of Typical, Non Major ECMs
 - 1. Fan Coil Unit Valve Retrofits
 - 2. Furnaces
 - 3. Low Flow Toilet Installations

- D. There may be additional commissioning requirements in the Topeka Housing Authority EPC Phase II Investment Grade Audit. All requirements and ECMs listed in the Audit apply to this project.

1.4 DEFINITIONS

- A. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- B. CxA: Commissioning Authority.
- C. Deficiency: Installation or remediation effort, or a portion thereof, that lacks in workmanship, quality and directly invalidates or compromises the energy performance of the energy conservation measure as identified in the *Topeka Housing Authority EPC Phase II Investment Grade Audit*.
 - 1. The Commissioning Authority and Owner shall be the sole authorities in determining what does or does not constitute as a deficiency in installation or remediation.
- D. ECM: Energy Conservation Measure
- E. Focused, Quality-Based Sampling: Commissioning effort intended to review a set percentage of typical installation and/or remediation efforts at a limited number of typical locations and types.
- F. Functional Performance Testing (FPT): The testing of the dynamic function and operation of components, equipment and systems using manual (direct observation) and monitoring (data-logging/trending) methods.
- G. Functional Performance Test procedure: A written protocol that defines methods, steps, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems.
- H. M&V: Measurement and Verification
- I. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- J. Pre-Functional Checklist (PFC): A form used by the Contractor to verify that appropriate components are onsite, ready for installation, correctly installed, set up, calibrated and functional.
- K. Quality Based Sampling: A process for evaluating a sub-set (sample) of the total population. The sample is based upon a known or estimated probability distribution of expected values; an assumed statistical distribution based upon data from a similar product, assembly, or system; or a random sampling that has scientific statistical basis.
- L. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

- M. TAB: Testing, Adjusting and Balancing.
- N. Typical, Non-Major: Energy Conservation Measures that require multiple installations or remediates executed in a typical fashion with each individual installation representing a non-major portion of a larger and major anticipated energy savings as described and identified in the *Topeka Housing Authority EPC Phase II Investment Grade Audit*.

1.5 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
 - 1. Architect and engineering design professionals as required for complete implementation of ECMs.
- B. Commissioning Coordinator Supervisor: The General Contractor shall provide a person with at least five (5) years of experience with the coordination of disciplines of construction. This person does not necessarily need to be fully dedicated to this role, but the Coordinator's responsibilities shall, at a minimum, include:
 - 1. Cx Coordination meetings.
 - 2. Cx Planning.
 - 3. Cx Scheduling.
 - 4. Cx Documentation.
 - 5. Communication with the Commissioning Authority.
 - 6. Coordination and completion of Cx-related corrective actions.
 - 7. Owner Training.
- C. Members Appointed by Owner:
 - 1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
 - 2. Representatives of the facility user and operation and maintenance personnel.

1.6 DOCUMENT SUBMISSION REQUIREMENTS

- A. Provide a comprehensive submittal log of all submittals to the Commissioning Authority prior to submission of any equipment submittals for review.
 - 1. From the submittal log, the Commissioning Authority will identify which submittals shall be presented to the CxA for review and comment.
 - 2. The Commissioning Authority shall receive and review the submittals concurrent with the Owner.
- B. Master Construction Schedule: Coordinate with the CxA the scheduling of the commissioning process with regards to timing and duration of the commissioning tasks and milestones. Including but not limited to, equipment start-up; testing, adjusting and balancing; functional performance testing and Owner training sessions.

- C. Submit a copy of Construction Meeting Minutes; Requests for Information (RFI); Requests for Proposals (RFP) for construction, engineering and architectural services; Change Orders (CO); etc. to the CxA as they occur.
- D. Submit training session plans to the CxA for approval after receiving the approved submittal for systems. See Part 3 below for training plan requirements. CxA will coordinate Owner approval of submitted training plans.
- E. Contractor is required to submit the operation and maintenance manuals to the CxA and Owner for review within two (2) weeks after receiving the approved submittal for systems. Following review and approval process, submit final operations and maintenance manuals no later than two (2) weeks prior to the commencement of training.
- F. Submit completed Pre-Functional and Startup Checklists to CxA within a minimum of one (1) week prior to scheduled Functional Performance Testing.
- G. Submit Functional Performance Testing schedule to the CxA at least two (2) weeks prior to the start of testing.
- H. Submit the Test and Balance Execution Plan to the Owner and CxA for review and approval no later two (2) weeks prior to the commencement of balancing.
- I. Submit the completed preliminary test and balance reports to the Owner and CxA for review and approval within one (1) week of completion of work; and prior to commencement of HVAC system Functional Performance Tests. Legible, hand written, field generated test and balance reports are considered acceptable preliminary reports. Provide written documentation that all deficiency items identified in the preliminary test and balance report(s) have been addressed, or provide a schedule identifying when each item will be addressed. This shall include a schedule for when any additional testing, adjusting and balancing will be completed following corrective measures being completed.
- J. System Functional Performance Testing will start only after the successful balance report is reviewed and accepted.

1.7 OWNER'S RESPONSIBILITIES

- A. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities including, but not limited to, the following:
 - 1. Coordination meetings.
 - 2. Making personnel available for training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Testing meetings.
 - 4. Inspection and review of mock-ups and installations.
 - 5. Demonstration of operation of systems, subsystems, and equipment.

1.8 CONTRACTOR'S RESPONSIBILITIES

- A. Each Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 2. Cooperate with the CxA for resolution of issues recorded in the Issues and Benefits Log.
 3. Attend commissioning team meetings held on an as needed basis.
 4. Integrate and coordinate commissioning process activities with construction schedule.
 5. Review and accept pre-functional checklists provided by the CxA.
 6. Complete paper or electronic pre-functional checklists as Work is completed and provide to the Commissioning Authority prior to Functional Performance Testing.
 7. Review and accept commissioning functional performance test procedures provided by the Commissioning Authority.
 8. Complete commissioning functional performance test procedures.
 9. Provide to the CxA copies of all submittals and shop drawings, manufacturer's literature, maintenance information or other information as may be needed for systems to be commissioned.
 10. Provide the CxA with any requested documentation prior to, or in addition to, the O&M Manual submittals requirements outlined in other specification sections.
 11. Assist in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings, or equipment documentation is not sufficient for writing detailed functional performance testing procedures.
 12. Develop a full start-up and initial checkout plan using manufacturer's start-up procedures and related specification sections.
 13. Provide updates to all project documentation to reflect all supplemental instructions, addenda or other modifications to the Contract Documents. Updates and supplemental instructions must be posted to the master set of Contract Documents for review and reference by all contractors, sub-contractors, and system component suppliers, and for the CxA's use.
 14. Provide qualified and trained personnel to participate in the commissioning process.
 15. Review the Cx Plan, Cx Issues and Benefits Logs, and project correspondence. In a timely manner, respond to the CxA and address the identified issues.
 16. Issue a written Notice of Readiness for each system to CxA upon completion of all systems work, start-up and Pre-functional Tests Checklists requirements by trade contractors.
 17. Test all equipment and systems using the Functional Performance Test procedures **PRIOR TO DEMONSTRATING PROPER PERFORMANCE TO THE CxA.**
 - a. Contractor is responsible for completing Functional Performance Testing. CxA is responsible for verifying Functional Performance Testing.
 18. Operate equipment and systems as required for Functional Performance verification by CxA. This includes manipulating the temperature controls to execute the Functional Performance Test Procedures.
 19. Participate in the fine-tuning or troubleshooting of system performance, if either of these measures becomes necessary.
 20. Readiness
 - a. It is the obligation of all parties to be prepared for commissioning activities. Prior to commencement of Functional Performance Testing the Contractor shall ensure

completion of the following items as they relate to the equipment and/or system being commissioned:

- 1) Permanent utility and central plant connection to the equipment/system.
 - 2) Completed equipment/system startup documentation has been delivered to the Commissioning Authority.
 - 3) Written notification from the responsible Contractor to the Commissioning Agent stating completion of equipment/system startup documentation
- b. It is at the sole discretion of the Commissioning Authority to begin Functional Performance Testing without one or more of the aforementioned items completed. If the aforementioned items will not be completed prior to the mutually agreed upon start date for Functional Performance Testing the Contractor may provide 48 hours notice. Failure of the Contractor to have the aforementioned items completed prior to the mutually agreed upon start date and failure to notify the Commissioning Authority within the aforementioned notification period will result in the Contractor being liable for all travel expenses incurred by Commissioning Agent which include all miles traveled and the time allocated for the Commissioning Authority to travel to and from the project site. Travel miles will be billed at the current year standard mileage rate as defined by the Internal Revenue Service. Hours for this travel will be billed at the nominal rate of \$120 per hour.

1.9 CxA'S RESPONSIBILITIES

- A. Organize and lead the Commissioning Team.
- B. Provide and maintain Commissioning Plan.
- C. Convene commissioning team meetings.
- D. Provide project-specific construction pre-functional checklists and commissioning functional performance test procedures.
- E. Verify the execution of commissioning process activities using focused, quality-based sampling. The sampling rate for typical, non-major installations and remediation is as defined in the Acceptance Procedures section of this specification. Verification will include, but is not limited to, equipment submittals, pre-functional checklists, training, operating and maintenance data, tests, and test reports. When a focused, quality-based sample does not meet the requirements of the minimum performance specifications, the CxA will report the deficiency in the Issues and Benefits Log.
- F. Prepare and maintain the Issues and Benefits Log.
- G. Prepare and maintain completed construction pre-functional checklist log.
- H. Witness systems, assemblies, equipment, and component startup.
- I. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide all tools, services and instruments required to test and adjust equipment and to verify compliance.
- B. Provide calibration documentation, dated less than one (1) year of the date of use, for all tools and instruments used during functional performance testing.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Review the Commissioning Plan.
- B. Attend all commissioning coordination meetings.
- C. Include commissioning activities in the Master Construction Schedule.
 - 1. The master scheduling process will include the designation of contractor personnel required to perform the Function Performance Tests and coordination of deferred testing due to season, tenant fit-out schedule, etc.

3.2 TRAINING

- A. Provide training for hardware and major components as specified within related sections and in the *Commissioning Plan*.
- B. The Contractor is responsible for training coordination, scheduling and ensuring that training is completed per contract specifications.
- C. The CxA shall help facilitate and oversee the training planning process for commissioned equipment and systems, however, all responsibility for providing training content and delivery is the Contractor's per the contract documents, including this specification section.
- D. No later than two (2) weeks following acceptance of equipment and system submittals, the responsible Contractor will submit written training session plans to the CxA for review and approval. There shall be one session plan for each specification section requiring training. Each session plan will consider the following elements:
 - 1. Equipment/systems covered in each training session
 - 2. Intended audience
 - 3. Location of training
 - 4. Objectives
 - 5. Subjects covered (description, duration of discussion, special methods, etc.)
 - 6. Duration of training for each subject
 - 7. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)
 - 8. Instructor and qualifications

9. Option of three dates to hold the training session
 - E. The responsible Contractor works with the Commissioning Authority to develop an overall training plan (i.e., multiple training “sessions”) for the commissioned systems.
 - F. The Contractors and vendors shall provide training. The Training Sessions provided by the responsible Contractors shall be customized for this project and reflect all the installed equipment and systems. Trainings of the materials, components, systems and equipment shall, at the minimum, incorporate the following items:
 1. Materials, components, systems and equipment
 2. Safety precautions and procedures.
 3. Installation.
 4. Operational features and functions.
 5. Operational testing and diagnostics.
 6. Preventive and predictive maintenance.
 7. Service: Repair and replacement.
 8. Operation and Maintenance manual content
 9. Testing, adjusting, calibration and balancing.
 10. Contractor furnished spare parts and extra materials.
 11. Recommended “attic stock” inventory not furnished by contractor.
 12. Specialty tool requirements.
 13. Lubricants
 14. Fuels.
 15. Identification systems.
 16. Automatic/manual control systems.
 17. Hazards/Material Safety Data Sheets
 18. Cleaning
 19. Procurement of replacement parts
 20. Warranty reviews including terms and conditions, points of contact, return material procedures, effective date, extended warranty options.
 21. Maintenance agreements and similar continuing commitments.
 - G. Obtain written acceptance of the training session from the Owner. CxA will coordinate Owner approval of submitted training plans.
 - H. At a minimum, document performance of each training session with a form including the following. Submit completed forms to the CxA through the GC no later than one (1) week following acceptable completion of the training session.
 1. Date of training
 2. Sign-in sheet of attendees and their affiliation
 3. Sign-off (acceptance) by CxA and Owner
 - I. Comply with requirements as specified in other specification sections.
- 3.3 EQUIPMENT START-UP AND EQUIPMENT ENERGIZATION
- A. The Contractor will inform CxA at least 48 hours in advance of the scheduled on-site start-up or equipment energization. CxA reserves the right to witness the performance of any or all start-up/energization procedures.

- B. Conduct start-up and energization with authorized personnel who are factory-trained on the equipment being started. These personnel shall document the startup procedure, adjustments made, and results achieved. Record this information according to the startup checklist requirements provided by the associated equipment/system manufacturer.
- C. Provide documented start-up reports to the CxA. Reports shall be complete, legible, dated, and signed by the factory trained and authorized representatives performing the associated work for the various systems being commissioned within one week of start-up.
- D. Subcontractor/Installers shall forward to the CxA through the General Contractor a list and schedule of specified startup reports.

3.4 TESTING, ADJUSTING AND BALANCING VERIFICATION

- A. Prior to performance of testing and balancing Work, provide copies of reports, sample forms, checklists, and certificates to the CxA.
- B. Notify the CxA at least 10 days in advance of testing and balancing Work, and provide access for the CxA to witness testing and balancing Work.
- C. The TAB contractor's test and balance engineer shall conduct a final inspection in the presence of Engineer and Commissioning Authority.
 - 1. Commissioning Authority shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
 - 2. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
 - 3. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.
 - 4. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:
 - a. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
- D. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.
- E. If any portion of this specification section contradicts or duplicates requirements found elsewhere in the Contract Documents, the more stringent requirements shall apply.

3.5 ACCEPTANCE PROCEDURES

- A. Prior to functional performance testing of each system, the CxA will observe and verify that the physical installation of components and systems being tested is substantially installed in

accordance with the minimum performance requirements of the project specifications and the *Topeka Housing Authority EPC Phase II Investment Grade Audit*. As deemed necessary by the Owner and CxA, the CxA shall witness verification of operation for select typical, non-major installations and remediation as during observation and verification as part of the acceptance process. The number of observations and verifications will be approximately as follows:

1. Major Equipment Retrofits: 100%
2. Typical, Non-Major installations and remediation: Equipment mock-ups, and the greater of 2% or 30 installations and remediation for each typical, non-major installation and remediation measure type identified in the *Project Narrative*.
 - a. For each ECM, if more than 10% of the Typical, Non-Major installations or remediation are found with deficiencies, then an additional 2% or 30 installations (a.k.a. second sampling group) shall be observed and verified. If more than 10% of the second sampling group is found with deficiencies, then an additional 10% of installations or remediation (a.k.a. third sampling group) will be observed and verified. If more than 5% of the third sampling group is found with deficiencies, then each and every installation or remediation from that specific ECM shall be observed and verified.
 - b. If the initial focused, quality-based sampling for each ECM is found deficient, the Contractor shall be liable for all travel expenses and time incurred to observe and identify the second, third and fourth sampling groups for that ECM. Travel miles will be billed at the current year standard mileage rate as defined by the Internal Revenue Service. Hours will be billed at the nominal rate of \$120 per hour.

B. Contractor's Tests:

1. Check system for proper installation, and adjust and calibrate to verify that system is ready to function as specified.
2. Check system elements to verify that they have been installed properly and that all connections have been made correctly.
3. Adjust discrete elements and sub-systems and check for proper operation.

C. The Contractor shall provide technicians and installers as required by the CxA during observation and verification. Technicians and installers shall be knowledgeable on the installation or remediation and proficient on the equipment, components and systems being observed and verified.

3.6 FUNCTIONAL PERFORMANCE TESTS

A. Objective of these tests is to demonstrate that systems are operating and complying with specified performance requirements. In general, the procedures will test the following parameters:

1. Operate each system through all modes of system, including individual interlocks and conditional control logic, all control sequences, both full-load and part-load conditions and simulation of all abnormal conditions for which there is a specified system or controls response.
2. Impose temporary upsets of systems, such as distribution fault, control loss, setpoint change, equilibrium upset and component failure at different operation loads to determine system stability and recovery time.

B. The Contractor shall satisfactorily execute the Functional Performance Tests prior to the CxA witnessing and verifying the test execution.

- C. Functional Performance Tests will be witnessed and endorsed by the CxA upon satisfactory completion. The CxA will recommend acceptance of the systems or identify deficiencies requiring correction and re-testing.
- D. The final project specific Functional Performance Test procedures will be prepared by the CxA following Contract Award.
- E. The Contractor shall review and comment on the Functional Performance Tests developed by the CxA based on approved equipment submittals and Operations & Maintenance manuals. Provide feedback as to the efficiency of the procedures and possible alternate approaches to achieving the same results.
- F. Provide personnel and equipment as required to perform the Functional Performance Tests during CxA verification.
- G. Verification of all Functional Performance Tests for each system shall be completed prior to occupancy or partial occupancy of the building.
- H. For systems where only a sample of the equipment is subjected to a Functional Performance Test, the failing Functional Performance Test will be retested and an additional sample equal in size to the previous sample will be subjected to the Functional Performance Test.
- I. Corrective Measures: If acceptable performance cannot be achieved, identify the cause of the deficiency. If it is determined that the deficiency was caused by the system or component not being installed according to manufacturer's recommendations or Contract Documents, make necessary corrections. Repeat every check or test for which acceptable performance was not achieved after the necessary corrective measures have been completed. Repeat re-testing process until acceptable performance is achieved. Contractor will be allowed one retest after initial testing of the equipment. If the retest fails, subsequent retests will be performed at the Installation Contractor's expense.

3.7 CORRECTIVE ACTIONS

- A. Perform corrective actions for resolution of deficiencies found during any step of the commissioning process.
- B. For functional performance testing, a deficiency is defined as equipment that does not function as expected and more than five (5) minutes is required to correct the problem in the field during the testing verification.
- C. The time and expense of the CxA to witness repeat Functional Performance Testing that is a result of a deficiency of corrective action resolution shall be considered as additional cost to the Owner. The total sum of such costs shall be deducted from the final payment to the Contractor.

3.8 OCCUPANCY AND WARRANTY PHASE COMMISSIONING

- A. The Contractor and CxA will complete seasonal Functional Performance Testing in accordance with the Cx Plan and the above requirements of this specification section. In general, the seasonal functional performance testing will require reconvening the Cx Team (Construction, CxA and

Owner) to test system performance during the opposite season from the original functional performance testing (e.g. heating systems testing if systems originally tested during summer).

1. The Contractor shall anticipate a total of 2 optimization efforts in addition to the initial functional performance testing and any re-testing for each central plant retrofit. The intent is to adjust setpoints, review operation and test system modification to achieve optimized performance. The Contractor shall provide skilled technicians or manufacturer's personnel as needed to optimize the central plant operation.
- B. The Contractor and CxA will review building operation approximately 8-10 months after the Date of Substantial Completion along with the Owner's operations and maintenance staff. The review will include reviewing any open items identified on the Cx Issues/Benefits Log, trend analysis results as completed by the CxA and any known or potential warranty items.
- C. The Contractor and CxA will document a plan, if required, for resolution or correction of outstanding commissioning issues. The plan will identify each issue separately, with an agreed upon resolution; deadline for implementation of corrective measures; party or parties responsible for corrective measures and any criteria required for owner acceptance of the corrective measure.

END OF SECTION 019113

SECTION 224200 – PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Water Closets

1.2 SUBMITTALS

- A. Product Data: For each type of fixture product.
 - 1. Include equipment, and supports and indicate materials and finishes, dimensions, and flow-control rates for each type of fixture indicated.
 - 2. Water consumption data.

1.3 QUALITY ASSURANCE

- A. Fixtures and trim where required to be accessible to disabled people, identified in this section as “for disabled,” shall comply with requirements of the Americans with Disabilities Act (ADA) Regulations, as applicable to each type of fixture or its use.
 - 1. Water closet models must be selected and installed so that flush controls will be on the fixture’s open side.

1.4 GENERAL REQUIREMENTS

- A. Basis-of-Design Product: These products are listed as examples that meet the performance specifications of the design. An alternate product that complies with all listed requirements for that fixture type shall be considered as comparable. It is the contractor’s responsibility to ensure that the selected product – whether the example product or an alternate – is suitable for the existing conditions (finish, thread, dimensions, etc).

PART 2 - PRODUCTS

2.1 WATER CLOSET FLUSH VALVE **WF-1**

- A. Performance Specification:
 - 1. 1.28 GPF Toilet

2. Preferred manufacturer: PROFLO or Gerber

2.2 WATER CLOSET FLUSH VALVE **WF-2**

A. Performance Specification:

1. 1.28 GPF Toilet
2. ADA-compliant
3. Preferred manufacturer: PROFLO or Gerber

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for sanitary drainage piping systems to verify actual locations and sizes of piping connections and that locations and types of supports match those indicated, before plumbing fixture installation.
- B. Examine floors for suitable condition where fixtures are to be replaced.

END OF SECTION 224200

SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

1.2 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
 - 1. Motor controllers.
 - 2. Torque, speed, and horsepower requirements of the load.
 - 3. Ratings and characteristics of supply circuit and required control sequence.
 - 4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

- A. Comply with NEMA MG 1 unless otherwise indicated.

2.2 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature of 104 deg F and at altitude of 1000 feet above sea level.
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

2.3 POLYPHASE MOTORS

- A. Description: NEMA MG 1, Design B, medium induction motor.
- B. Efficiency: Energy efficient, as defined in NEMA MG 1.
- C. Service Factor: 1.15.

- D. Multispeed Motors: Variable torque.
 - 1. For motors with 2:1 speed ratio, consequent pole, single winding.
 - 2. For motors with other than 2:1 speed ratio, separate winding for each speed.
- E. Rotor: Random-wound, squirrel cage.
- F. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- G. Temperature Rise: Match insulation rating.
- H. Insulation: Class F.
- I. Code Letter Designation:
 - 1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
 - 2. Motors Smaller than 15 HP: Manufacturer's standard starting characteristic.
- J. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

2.4 POLYPHASE MOTORS WITH ADDITIONAL REQUIREMENTS

- A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.
- B. Motors Used with Variable Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.
 - 1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse-width modulated inverters.
 - 2. Energy- and Premium-Efficient Motors: Class B temperature rise; Class F insulation.
 - 3. Inverter-Duty Motors: Class F temperature rise; Class H insulation.
 - 4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

2.5 SINGLE-PHASE MOTORS

- A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
 - 1. Permanent-split capacitor.
 - 2. Split phase.
 - 3. Electrically commutated
 - 4. Capacitor start, inductor run.
 - 5. Capacitor start, capacitor run.
- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.

- C. Variable Speed Motors: Electronically commutated.
- D. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- E. Motors 1/20 HP and Smaller: Shaded-pole type or electronically commutated.
- F. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 230513

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Thermal-hanger shield inserts.
4. Fastener systems.
5. Equipment supports.

1.2 PERFORMANCE REQUIREMENTS

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

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.5 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

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

2.2 TRAPEZE PIPE HANGERS

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

2.3 THERMAL-HANGER SHIELD INSERTS

- A. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with 100-psig or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength and vapor barrier.

- B. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass with 100-psig or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength.
- C. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- D. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- E. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

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

2.5 EQUIPMENT SUPPORTS

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

2.6 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- D. Fastener System Installation:
 - 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
 - 2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- F. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- G. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- H. Install lateral bracing with pipe hangers and supports to prevent swaying.
- I. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- J. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- K. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- L. Insulated Piping:
 - 1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.

- c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 - d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
 - e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.
5. Pipes NPS 8 and Larger: Include wood or reinforced calcium-silicate-insulation inserts of length at least as long as protective shield.
6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 EQUIPMENT SUPPORTS

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

3.3 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

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

3.5 PAINTING

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

3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications.
- F. Use stainless-steel pipe hangers and stainless-steel or corrosion-resistant attachments for hostile environment applications.
- G. Use copper-plated pipe hangers and copper or stainless-steel attachments for copper piping and tubing.
- H. Use padded hangers for piping that is subject to scratching.

- I. Use thermal-hanger shield inserts for insulated piping and tubing.
- J. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
 - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
 - 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
 - 4. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
 - 5. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
 - 6. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
 - 7. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
 - 8. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
 - 9. Complete Pipe Rolls (MSS Type 44): For support of pipes NPS 2 to NPS 42 if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
- K. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.
- L. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 - 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
- M. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 - 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joint construction, to attach to top flange of structural shape.
 - 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 - 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.

6. C-Clamps (MSS Type 23): For structural shapes.
 7. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- N. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- O. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
 2. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41, roll hanger with springs.
 3. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from base support.
- P. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- Q. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION 230529

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

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

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

1.4 INFORMATIONAL SUBMITTALS

- A. Strategies and Procedures Plan: Within 90 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- B. Certified TAB reports.

1.5 QUALITY ASSURANCE

- A. TAB Specialists Qualifications: Certified by AABC, NEBB or TABB.

1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC, NEBB or TABB.
 2. TAB Technician: Employee of the TAB specialist and certified by AABC, NEBB or TABB as a TAB technician.
- B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.
- F. Examine equipment performance data including fan and pump curves.
 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine strainers. Verify that startup screens have been replaced by permanent screens with indicated perforations.
- L. Examine control valves for proper installation for their intended function of throttling, diverting, or mixing fluid flows.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine operating safety interlocks and controls on HVAC equipment.
- P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures for balancing the systems.
- B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
 - 1. Airside:
 - a. Duct systems are complete with terminals installed.
 - b. Volume, smoke, and fire dampers are open and functional.
 - c. Clean filters are installed.
 - d. Fans are operating, free of vibration, and rotating in correct direction.
 - e. Variable-frequency controllers' startup is complete and safeties are verified.
 - f. Automatic temperature-control systems are operational.
 - g. Ceilings are installed.
 - h. Windows and doors are installed.
 - i. Suitable access to balancing devices and equipment is provided.
 - 2. Hydronics:
 - a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.

- b. Piping is complete with terminals installed.
- c. Water treatment is complete.
- d. Systems are flushed, filled, and air purged.
- e. Strainers are pulled and cleaned.
- f. Control valves are functioning per the sequence of operation.
- g. Shutoff and balance valves have been verified to be 100 percent open.
- h. Pumps are started and proper rotation is verified.
- i. Pump gage connections are installed directly at pump inlet and outlet flanges or in discharge and suction pipe prior to valves or strainers.
- j. Variable-frequency controllers' startup is complete and safeties are verified.
- k. Suitable access to balancing devices and equipment is provided.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance"; ASHRAE 111; NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems"; SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
 - 2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
 - 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Cross-check the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
 - b. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - d. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
 - 2. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report artificial loading of filters at the time static pressures are measured.
 - 3. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 - 4. Obtain approval from Architect Owner for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
 - 5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor

amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
 - 1. Measure airflow of submain and branch ducts.
 - 2. Adjust submain and branch duct volume dampers for specified airflow.
 - 3. Re-measure each submain and branch duct after all have been adjusted.
- C. Adjust air inlets and outlets for each space to indicated airflows.
 - 1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
 - 2. Measure inlets and outlets airflow.
 - 3. Adjust each inlet and outlet for specified airflow.
 - 4. Re-measure each inlet and outlet after they have been adjusted.

3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Adjust the variable-air-volume systems as follows:
 - 1. Verify that the system static pressure sensor is located two-thirds of the distance down the duct from the fan discharge.
 - 2. Verify that the system is under static pressure control.
 - 3. Select the terminal unit that is most critical to the supply-fan airflow. Measure inlet static pressure, and adjust system static pressure control set point so the entering static pressure for the critical terminal unit is not less than the sum of the terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
 - 4. Calibrate and balance each terminal unit for maximum and minimum design airflow as follows:
 - a. Adjust controls so that terminal is calling for maximum airflow. Some controllers require starting with minimum airflow. Verify calibration procedure for specific project.
 - b. Measure airflow and adjust calibration factor as required for design maximum airflow. Record calibration factor.
 - c. When maximum airflow is correct, balance the air outlets downstream from terminal units.
 - d. Adjust controls so that terminal is calling for minimum airflow.
 - e. Measure airflow and adjust calibration factor as required for design minimum airflow. Record calibration factor. If no minimum calibration is available, note any deviation from design airflow.
 - f. When in full cooling or full heating, ensure that there is no mixing of hot-deck and cold-deck airstreams unless so designed.
 - g. On constant volume terminals, in critical areas where room pressure is to be maintained, verify that the airflow remains constant over the full range of full cooling to full heating. Note any deviation from design airflow or room pressure.

5. After terminals have been calibrated and balanced, test and adjust system for total airflow. Adjust fans to deliver total design airflows within the maximum allowable fan speed listed by fan manufacturer.
 - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
 - b. Set terminals for maximum airflow. If system design includes diversity, adjust terminals for maximum and minimum airflow so that connected total matches fan selection and simulates actual load in the building.
 - c. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - d. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - e. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
6. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report any artificial loading of filters at the time static pressures are measured.
7. Set final return and outside airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
 - a. Balance the return-air ducts and inlets the same as described for constant-volume air systems.
 - b. Verify that terminal units are meeting design airflow under system maximum flow.
8. Re-measure the inlet static pressure at the most critical terminal unit and adjust the system static pressure set point to the most energy-efficient set point to maintain the optimum system static pressure. Record set point and give to controls contractor.
9. Verify final system conditions as follows:
 - a. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to match design if necessary.
 - b. Re-measure and confirm that total airflow is within design.
 - c. Re-measure final fan operating data, rpms, volts, amps, and static profile.
 - d. Mark final settings.
 - e. Test system in economizer mode. Verify proper operation and adjust if necessary. Measure and record all operating data.
 - f. Verify tracking between supply and return fans.

3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports for pumps, coils, and heat exchangers. Obtain approved submittals and manufacturer-recommended testing procedures. Crosscheck the summation of required coil and heat exchanger flow rates with pump design flow rate.

- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. In addition to requirements in "Preparation" Article, prepare hydronic systems for testing and balancing as follows:
 - 1. Check liquid level in expansion tank.
 - 2. Check highest vent for adequate pressure.
 - 3. Check flow-control valves for proper position.
 - 4. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
 - 5. Verify that motor starters are equipped with properly sized thermal protection.
 - 6. Check that air has been purged from the system.

3.8 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. Adjust pumps to deliver total design gpm.
 - 1. Measure total water flow.
 - a. Position valves for full flow through coils.
 - b. Measure flow by main flow meter, if installed.
 - c. If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 - 2. Measure pump TDH as follows:
 - a. Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - b. Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - c. Convert pressure to head and correct for differences in gage heights.
 - d. Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow, and verify that the pump has the intended impeller size.
 - e. With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 - 3. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
- B. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - 1. Measure flow in main and branch pipes.
 - 2. Adjust main and branch balance valves for design flow.
 - 3. Re-measure each main and branch after all have been adjusted.
- C. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - 1. Measure flow at terminals.
 - 2. Adjust each terminal to design flow.
 - 3. Re-measure each terminal after it is adjusted.

4. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
 5. Perform temperature tests after flows have been balanced.
- D. For systems with pressure-independent valves at terminals:
1. Measure differential pressure and verify that it is within manufacturer's specified range.
 2. Perform temperature tests after flows have been verified.
- E. For systems without pressure-independent valves or flow-measuring devices at terminals:
1. Measure and balance coils by either coil pressure drop or temperature method.
 2. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
- F. Verify final system conditions as follows:
1. Re-measure and confirm that total water flow is within design.
 2. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 3. Mark final settings.
- G. Verify that memory stops have been set.

3.9 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two- and three-way control valves by setting systems at maximum flow through heat-exchange terminals, and proceed as specified above for hydronic systems.
- B. Adjust the variable-flow hydronic system as follows:
1. Verify that the differential-pressure sensor is located as indicated.
 2. Determine whether there is diversity in the system.
- C. For systems with no diversity:
1. Adjust pumps to deliver total design gpm.
 - a. Measure total water flow.
 - 1) Position valves for full flow through coils.
 - 2) Measure flow by main flow meter, if installed.
 - 3) If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 - b. Measure pump TDH as follows:
 - 1) Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - 2) Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.

- 3) Convert pressure to head and correct for differences in gage heights.
 - 4) Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - 5) With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
- c. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
2. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - a. Measure flow in main and branch pipes.
 - b. Adjust main and branch balance valves for design flow.
 - c. Re-measure each main and branch after all have been adjusted.
3. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - a. Measure flow at terminals.
 - b. Adjust each terminal to design flow.
 - c. Re-measure each terminal after it is adjusted.
 - d. Position control valves to bypass the coil and adjust the bypass valve to maintain design flow.
 - e. Perform temperature tests after flows have been balanced.
4. For systems with pressure-independent valves at terminals:
 - a. Measure differential pressure and verify that it is within manufacturer's specified range.
 - b. Perform temperature tests after flows have been verified.
5. For systems without pressure-independent valves or flow-measuring devices at terminals:
 - a. Measure and balance coils by either coil pressure drop or temperature method.
 - b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
6. Prior to verifying final system conditions, determine the system differential-pressure set point.
7. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion open discharge valve 100 percent and allow variable-frequency controller to control system differential-pressure set point. Record pump data under both conditions.
8. Mark final settings and verify that all memory stops have been set.
9. Verify final system conditions as follows:
 - a. Re-measure and confirm that total water flow is within design.
 - b. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 - c. Mark final settings.

10. Verify that memory stops have been set.

D. For systems with diversity:

1. Determine diversity factor.
2. Simulate system diversity by closing required number of control valves, as approved by the design engineer.
3. Adjust pumps to deliver total design gpm.
 - a. Measure total water flow.
 - 1) Position valves for full flow through coils.
 - 2) Measure flow by main flow meter, if installed.
 - 3) If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 - b. Measure pump TDH as follows:
 - 1) Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - 2) Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - 3) Convert pressure to head and correct for differences in gage heights.
 - 4) Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - 5) With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 - c. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
4. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - a. Measure flow in main and branch pipes.
 - b. Adjust main and branch balance valves for design flow.
 - c. Re-measure each main and branch after all have been adjusted.
5. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - a. Measure flow at terminals.
 - b. Adjust each terminal to design flow.
 - c. Re-measure each terminal after it is adjusted.
 - d. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
 - e. Perform temperature tests after flows have been balanced.
6. For systems with pressure-independent valves at terminals:

- a. Measure differential pressure, and verify that it is within manufacturer's specified range.
 - b. Perform temperature tests after flows have been verified.
7. For systems without pressure-independent valves or flow-measuring devices at terminals:
 - a. Measure and balance coils by either coil pressure drop or temperature method.
 - b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
8. Open control valves that were shut. Close a sufficient number of control valves that were previously open to maintain diversity, and balance terminals that were just opened.
9. Prior to verifying final system conditions, determine system differential-pressure set point.
10. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion open discharge valve 100 percent and allow variable-frequency controller to control system differential-pressure set point. Record pump data under both conditions.
11. Mark final settings and verify that memory stops have been set.
12. Verify final system conditions as follows:
 - a. Re-measure and confirm that total water flow is within design.
 - b. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 - c. Mark final settings.
13. Verify that memory stops have been set.

3.10 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 2. Air Outlets and Inlets: Plus or minus 10 percent.
 3. Heating-Water Flow Rate: Plus or minus 10 percent.
 4. Cooling-Water Flow Rate: Plus or minus 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.11 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 2. Include a list of instruments used for procedures, along with proof of calibration.
 3. Certify validity and accuracy of field data.

- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Pump curves.
 2. Fan curves.
 3. Manufacturers' test data.
 4. Field test reports prepared by system and equipment installers.
 5. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
 2. Name and address of the TAB specialist.
 3. Project name.
 4. Project location.
 5. Architect's name and address.
 6. Engineer's name and address.
 7. Contractor's name and address.
 8. Report date.
 9. Signature of TAB supervisor who certifies the report.
 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 12. Nomenclature sheets for each item of equipment.
 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Face and bypass damper settings at coils.
 - e. Fan drive settings including settings and percentage of maximum pitch diameter.
 - f. Inlet vane settings for variable-air-volume systems.
 - g. Settings for supply-air, static-pressure controller.
 - h. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
 2. Water and steam flow rates.
 3. Duct, outlet, and inlet sizes.
 4. Pipe and valve sizes and locations.
 5. Terminal units.

6. Balancing stations.
 7. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Unit arrangement and class.
 - g. Discharge arrangement.
 - h. Sheave make, size in inches, and bore.
 - i. Center-to-center dimensions of sheave and amount of adjustments in inches.
 - j. Number, make, and size of belts.
 - k. Number, type, and size of filters.
 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches, and bore.
 - f. Center-to-center dimensions of sheave and amount of adjustments in inches.
 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.
 - e. Filter static-pressure differential in inches wg.
 - f. Preheat-coil static-pressure differential in inches wg.
 - g. Cooling-coil static-pressure differential in inches wg.
 - h. Heating-coil static-pressure differential in inches wg.
 - i. Outdoor airflow in cfm.
 - j. Return airflow in cfm.
 - k. Outdoor-air damper position.
 - l. Return-air damper position.
 - m. Vortex damper position.
- F. Apparatus-Coil Test Reports:
1. Coil Data:
 - a. System identification.
 - b. Location.
 - c. Coil type.

- d. Number of rows.
 - e. Fin spacing in fins per inch o.c.
 - f. Make and model number.
 - g. Face area in sq. ft..
 - h. Tube size in NPS.
 - i. Tube and fin materials.
 - j. Circuiting arrangement.
2. Test Data (Indicated and Actual Values):
- a. Airflow rate in cfm.
 - b. Average face velocity in fpm.
 - c. Air pressure drop in inches wg.
 - d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
 - e. Return-air, wet- and dry-bulb temperatures in deg F.
 - f. Entering-air, wet- and dry-bulb temperatures in deg F.
 - g. Leaving-air, wet- and dry-bulb temperatures in deg F.
 - h. Water flow rate in gpm.
 - i. Water pressure differential in feet of head or psig.
 - j. Entering-water temperature in deg F.
 - k. Leaving-water temperature in deg F.
 - l. Refrigerant expansion valve and refrigerant types.
 - m. Refrigerant suction pressure in psig.
 - n. Refrigerant suction temperature in deg F.
 - o. Inlet steam pressure in psig.
- G. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:
1. Unit Data:
- a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Fuel type in input data.
 - g. Output capacity in Btu/h.
 - h. Ignition type.
 - i. Burner-control types.
 - j. Motor horsepower and rpm.
 - k. Motor volts, phase, and hertz.
 - l. Motor full-load amperage and service factor.
 - m. Sheave make, size in inches, and bore.
 - n. Center-to-center dimensions of sheave and amount of adjustments in inches.
2. Test Data (Indicated and Actual Values):
- a. Total airflow rate in cfm.
 - b. Entering-air temperature in deg F.
 - c. Leaving-air temperature in deg F.

- d. Air temperature differential in deg F.
 - e. Entering-air static pressure in inches wg.
 - f. Leaving-air static pressure in inches wg.
 - g. Air static-pressure differential in inches wg.
 - h. Low-fire fuel input in Btu/h.
 - i. High-fire fuel input in Btu/h.
 - j. Manifold pressure in psig.
 - k. High-temperature-limit setting in deg F.
 - l. Operating set point in Btu/h.
 - m. Motor voltage at each connection.
 - n. Motor amperage for each phase.
 - o. Heating value of fuel in Btu/h.
- H. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:
 - 1. Unit Data:
 - a. System identification.
 - b. Location.
 - c. Coil identification.
 - d. Capacity in Btu/h.
 - e. Number of stages.
 - f. Connected volts, phase, and hertz.
 - g. Rated amperage.
 - h. Airflow rate in cfm.
 - i. Face area in sq. ft..
 - j. Minimum face velocity in fpm.
 - 2. Test Data (Indicated and Actual Values):
 - a. Heat output in Btu/h.
 - b. Airflow rate in cfm.
 - c. Air velocity in fpm.
 - d. Entering-air temperature in deg F.
 - e. Leaving-air temperature in deg F.
 - f. Voltage at each connection.
 - g. Amperage for each phase.
- I. Fan Test Reports: For supply, return, and exhaust fans, include the following:
 - 1. Fan Data:
 - a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and size.
 - e. Manufacturer's serial number.
 - f. Arrangement and class.
 - g. Sheave make, size in inches, and bore.
 - h. Center-to-center dimensions of sheave and amount of adjustments in inches.

2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches, and bore.
 - f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
 - g. Number, make, and size of belts.
 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.
 - e. Suction static pressure in inches wg.
- J. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
1. Report Data:
 - a. System and air-handling-unit number.
 - b. Location and zone.
 - c. Traverse air temperature in deg F.
 - d. Duct static pressure in inches wg.
 - e. Duct size in inches.
 - f. Duct area in sq. ft..
 - g. Indicated airflow rate in cfm.
 - h. Indicated velocity in fpm.
 - i. Actual airflow rate in cfm.
 - j. Actual average velocity in fpm.
 - k. Barometric pressure in psig.
- K. Air-Terminal-Device Reports:
1. Unit Data:
 - a. System and air-handling unit identification.
 - b. Location and zone.
 - c. Apparatus used for test.
 - d. Area served.
 - e. Make.
 - f. Number from system diagram.
 - g. Type and model number.
 - h. Size.
 - i. Effective area in sq. ft..
 2. Test Data (Indicated and Actual Values):

- a. Airflow rate in cfm.
 - b. Air velocity in fpm.
 - c. Preliminary airflow rate as needed in cfm.
 - d. Preliminary velocity as needed in fpm.
 - e. Final airflow rate in cfm.
 - f. Final velocity in fpm.
 - g. Space temperature in deg F.
- L. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:
 - 1. Unit Data:
 - a. System and air-handling-unit identification.
 - b. Location and zone.
 - c. Room or riser served.
 - d. Coil make and size.
 - e. Flowmeter type.
 - 2. Test Data (Indicated and Actual Values):
 - a. Airflow rate in cfm.
 - b. Entering-water temperature in deg F.
 - c. Leaving-water temperature in deg F.
 - d. Water pressure drop in feet of head or psig.
 - e. Entering-air temperature in deg F.
 - f. Leaving-air temperature in deg F.
- M. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:
 - 1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Service.
 - d. Make and size.
 - e. Model number and serial number.
 - f. Water flow rate in gpm.
 - g. Water pressure differential in feet of head or psig.
 - h. Required net positive suction head in feet of head or psig.
 - i. Pump rpm.
 - j. Impeller diameter in inches.
 - k. Motor make and frame size.
 - l. Motor horsepower and rpm.
 - m. Voltage at each connection.
 - n. Amperage for each phase.
 - o. Full-load amperage and service factor.
 - p. Seal type.
 - 2. Test Data (Indicated and Actual Values):

- a. Static head in feet of head or psig.
- b. Pump shutoff pressure in feet of head or psig.
- c. Actual impeller size in inches.
- d. Full-open flow rate in gpm.
- e. Full-open pressure in feet of head or psig.
- f. Final discharge pressure in feet of head or psig.
- g. Final suction pressure in feet of head or psig.
- h. Final total pressure in feet of head or psig.
- i. Final water flow rate in gpm.
- j. Voltage at each connection.
- k. Amperage for each phase.

N. Instrument Calibration Reports:

1. Report Data:

- a. Instrument type and make.
- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

3.12 VERIFICATION OF TAB REPORT

- A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of commissioning authority.
- B. Commissioning authority shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
- C. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
- D. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.
- E. If TAB work fails, proceed as follows:
 1. TAB specialists shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
 2. If the second final inspection also fails, Owner may contract the services of another TAB specialist to complete TAB work according to the Contract Documents and deduct the cost of the services from the original TAB specialist's final payment.
 3. If the second verification also fails, design professional may contact AABC Headquarters regarding the AABC National Performance Guaranty.

- F. Prepare test and inspection reports.

3.13 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 230593

SECTION 230923.11 - CONTROL VALVES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes control valves and actuators
- B. Related Requirements:
 - 1. Section 230923 "Direct-Digital Control System for HVAC" control equipment and software, relays, electrical power devices, uninterruptible power supply units, wire, and cable.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include diagrams for power, signal, and control wiring.
 - 2. Include diagrams for pneumatic signal and main air tubing.
- C. Delegated-Design Submittal:
 - 1. Schedule and design calculations for control valves and actuators, including the following:
 - a. Flow at project design and minimum flow conditions.
 - b. Pressure differential drop across valve at project design flow condition.
 - c. Maximum system pressure differential drop (pump close-off pressure) across valve at project minimum flow condition.
 - d. Design and minimum control valve coefficient with corresponding valve position.
 - e. Maximum close-off pressure.
 - f. Leakage flow at maximum system pressure differential.
 - g. Torque required at worst case condition for sizing actuator.
 - h. Actuator selection indicating torque provided.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASME Compliance: Fabricate and label products to comply with ASME Boiler and Pressure Vessel Code where required by authorities having jurisdiction.
- C. Delegated Design: Engage a qualified professional, as defined in Section 014000 "Quality Requirements," to size products where indicated as delegated design.
- D. Ground Fault: Products shall not fail due to ground fault condition when suitably grounded.
- E. Determine control valve sizes and flow coefficients by ISA 75.01.01.
- F. Control valve characteristics and rangeability shall comply with ISA 75.11.01.
- G. Selection Criteria:
 - 1. Fail positions unless otherwise indicated:
 - a. Heating Hot Water: Open.
 - b. Steam: Open..
 - 2. Minimum Cv shall be calculated at 10 percent of design flow, with a coincident pressure differential equal to the system design pump head.
 - 3. In water systems, select modulating control valves at terminal equipment for a design Cv based on a pressure drop of 5 psig ((34 kPa)) at design flow unless otherwise indicated.

2.2 BALL-STYLE CONTROL VALVES

- A. Ball Valves with Single Port and Characterized Disk:
 - 1. Pressure Rating for NPS 1 ((DN 25)) and Smaller: Nominal 600 WOG.
 - 2. Pressure Rating for NPS 1-1/2 (DN 38) through NPS 2 (DN 50): Nominal 400 WOG.
 - 3. Close-off Pressure: 200 psig (1379 kPa).
 - 4. Process Temperature Range: Zero to 212 deg F (Minus 18 to plus 100 deg C).
 - 5. Body and Tail Piece: Cast bronze ASTM B 61, ASTM B 62, ASTM B 584, or forged brass with nickel plating.
 - 6. End Connections: Threaded (NPT) ends.
 - 7. Ball: Chrome-plated brass or bronze or 300 series stainless steel.
 - 8. Stem and Stem Extension:
 - a. Material to match ball.
 - b. Blowout-proof design.
 - c. Sleeve or other approved means to allow valve to be opened and closed without damaging the insulation or the vapor barrier seal.
 - 9. Ball Seats: Reinforced PTFE.

10. Stem Seal: Reinforced PTFE packing ring with a threaded packing ring follower to retain the packing ring under design pressure with the linkage removed. Alternative means, such as EPDM O-rings, are acceptable if an equivalent cycle endurance can be demonstrated by testing.
11. Flow Characteristic: Equal percentage.

B. Ball Valves with Two Ports and Characterized Disk:

1. Pressure Rating for NPS 1 (DN 25) and Smaller: Nominal 600 WOG.
2. Pressure Rating for NPS 1-1/2 (DN 38) through NPS 2 (DN 50): Nominal 400 WOG.
3. Close-off Pressure: 200 psig (1379 kPa).
4. Process Temperature Range: Zero to 212 deg F (Minus 18 to plus 100 deg C).
5. Body and Tail Piece: Cast bronze ASTM B 61, ASTM B 62, ASTM B 584, or forged brass with nickel plating.
6. End Connections: Threaded (NPT) ends.
7. Ball: Chrome-plated brass or bronze or 300 series stainless steel.
8. Stem and Stem Extension:
 - a. Material to match ball.
 - b. Blowout-proof design.
 - c. Sleeve or other approved means to allow valve to be opened and closed without damaging the insulation or the vapor barrier seal.
9. Ball Seats: Reinforced PTFE.
10. Stem Seal: Reinforced PTFE packing ring with a threaded packing ring follower to retain the packing ring under design pressure with the linkage removed. Alternative means, such as EPDM O-rings, are acceptable if an equivalent cycle endurance can be demonstrated by testing.
11. Flow Characteristics for A-Port: Equal percentage.
12. Flow Characteristics for B-Port: Modified for constant common port flow.

C. Pressure-Independent Ball Valves NPS 2 (DN 50) and Smaller:

1. Performance:
 - a. Pressure Rating: 600 psig (4137 kPa) for NPS 1 (DN 25) and 400 psig (2528 kPa) for NPS 1-1/2 and NPS 2 (DN 38 and DN 50).
 - b. Close-off pressure of 200 psig (1379 kPa).
 - c. Process Temperature Range: Between zero to 212 deg F (minus 18 to plus 100 deg C).
 - d. Rangeability: 100 to 1.
2. Integral Pressure Regulator: Located upstream of ball to regulate pressure, to maintain a constant pressure differential while operating within a pressure differential range of 5 to 50 psig ((34 to 345 kPa)).
3. Body: Forged brass, nickel plated, and with threaded ends.
4. Ball: Chrome-plated brass.
5. Stem and Stem Extension: Chrome-plated brass, blowout-proof design.
6. Stem sleeve or other approved means to allow valve to be opened and closed without damaging field-applied insulation and insulation vapor barrier seal.
7. Ball Seats: Reinforced PTFE.

8. Stem Seal: Reinforced PTFE packing ring stem seal with 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 equivalent cycle endurance can be achieved.
9. Flow Characteristic: Equal percentage.

2.3 BUTTERFLY-STYLE CONTROL VALVES

A. Commercial-Grade, Two-Way Butterfly Valves:

1. Performance:
 - a. Bi-directional bubble tight shutoff at 250 psig (1724 kPa).
 - b. Comply with MSS SP-67 or MSS SP-68.
 - c. Rotation: Zero to 90 degrees.
 - d. Linear or modified equal percentage flow characteristic.
2. Body: Cast iron ASTM A 126, Class B, ductile iron ASTM A 536 or cast steel ASTM A 216/A 216M WCB fully lugged, suitable for mating to ASME B16.5 flanges.
3. Disc: 316 stainless steel.
4. Shaft: 316 or 17-4 PH stainless steel.
5. Seat: Reinforced EPDM or reinforced PTFE with retaining ring.
6. Shaft Bushings: Reinforced PTFE or stainless steel.
7. Replaceable seat, disc, and shaft bushings.
8. Corrosion-resistant nameplate indicating:
 - a. Manufacturer's name, model number, and serial number.
 - b. Body size.
 - c. Body and trim materials.
 - d. Flow arrow.

B. Commercial-Grade, Three-Way Butterfly Valves:

1. Arrangement: Two valves mated to a fabricated tee with interconnecting mechanical linkage.
2. Performance:
 - a. Bi-directional bubble tight shutoff at 250 psig (1724 kPa).
 - b. Comply with MSS SP-67 or MSS SP-68.
 - c. Rotation: Zero to 90 degrees.
 - d. Linear or modified equal percentage flow characteristic.
3. Body: Cast iron ASTM A 126, Class B, ductile iron ASTM A 536 or cast steel ASTM A 216/A 216M WCB fully lugged, suitable for mating to ASME B16.5 flanges.
4. Disc: 316 stainless steel.
5. Shaft: 316 or 17-4 PH stainless steel.
6. Seat: Reinforced EPDM or reinforced PTFE seat with retaining ring.
7. Shaft Bushings: Reinforced PTFE or stainless steel.
8. Replaceable seat, disc, and shaft bushings.
9. Corrosion-resistant nameplate indicating:

- a. Manufacturer's name, model number, and serial number.
- b. Body size.
- c. Body and trim materials.
- d. Flow arrow.

2.4 GLOBE-STYLE CONTROL VALVES

A. General Globe-Style Valve Requirements:

1. Globe-style control valve body dimensions shall comply with ISA 75.08.01.
2. Construct the valves to be serviceable from the top.
3. For cage guided valves, trim shall be field interchangeable for different valve flow characteristics, such as equal percentage, linear, and quick opening.
4. Reduced trim for one nominal size smaller shall be available for industrial valves NPS 1 (DN 25) and larger.
5. Replaceable seats and plugs.
6. Furnish each control valve with a corrosion-resistant nameplate indicating the following:
 - a. Manufacturer's name, model number, and serial number.
 - b. Body and trim size.
 - c. Arrow indicating direction of flow.

B. Two-Way Globe Valves NPS 2 (DN 50) and Smaller:

1. Globe Style: Single port.
2. Body: Cast bronze or forged brass with ASME B16.5, Class 250 rating.
3. End Connections: Threaded.
4. Bonnet: Screwed.
5. Packing: PTFE V-ring.
6. Plug: Top guided.
7. Plug, Seat, and Stem: Brass or stainless steel.
8. Process Temperature Range: 35 to 248 deg F (2 to 120 deg C).
9. Ambient Operating Temperature: 35 to 150 deg F (2 to 65 deg C).
10. Leakage: FCI 70-2, Class IV.
11. Rangeability: 25 to 1.
12. Equal percentage flow characteristic.

C. Three-Way Globe Valves NPS 2 (DN 50) and Smaller:

1. Globe Style: Mix flow pattern.
2. Body: Cast bronze or forged brass with ASME B16.5, Class 250 rating.
3. End Connections: Threaded.
4. Bonnet: Screwed.
5. Packing: PTFE V-ring.
6. Plug: Top guided.
7. Plug, Seat, and Stem: Brass or stainless steel.
8. Process Temperature Range: 35 to 248 deg F (2 to 120 deg C).
9. Ambient Operating Temperature: 35 to 150 deg F (2 to 65 deg C).
10. Leakage: FCI 70-2, Class IV.
11. Rangeability: 25 to 1.

12. Linear flow characteristic.

D. Two-Way Globe Valves NPS 2-1/2 to NPS 6 (DN 65 to DN 150):

1. Globe Style: Single port.
2. Body: Cast iron complying with ASME B61.1, Class 125.
3. End Connections: Flanged, suitable for mating to ASME B16.5, Class 150 flanges.
4. Bonnet: Bolted.
5. Packing: PTFE cone-ring.
6. Plug: Top or bottom guided.
7. Plug, Seat, and Stem: Brass or stainless steel.
8. Process Temperature Rating: 35 to 281 deg F (2 to 138 deg C).
9. Leakage: 0.1 percent of maximum flow.
10. Rangeability: Varies with valve size between 6 and 10 to 1.
11. Modified linear flow characteristic.

E. Industrial-Grade Straight-Through Globe Valves NPS 1 (DN 25) and Larger:

1. Globe Style: Single port.
2. Body: Cast iron or cast steel.
3. End Connections for NPS 2 (DN 50): Threaded.
4. End Connections for NPS 2-1/2 (DN 65) and Larger: Raised face flanged.
5. Bonnet: Bolted.
6. Packing: PTFE V-ring.
7. Plug: Cage guided and unbalanced.
8. Plug, Seat, and Stem: 416 stainless-steel plug and seat, 17-4 PH stainless-steel cage and 316 stainless-steel stem.
9. Valve Stem: Thread and pin stem to plug.
10. Valve Stem Finish: Polished to 5 microinches rms or less.
11. Plug and Seat Surfaces: Hardened facing.
12. Process Temperature Range: Zero to 450 deg F ((Minus 18 to plus 232 deg C)).
13. Ambient Operating Temperature: Minus 20 to plus 150 deg F (Minus 29 to plus 71 deg C).

2.5 SOLENOID VALVES

A. Description:

1. Action: Either normally open or normally closed in the event of electrical power failure as required by the application.
2. Size to close against the system pressure.
3. Manual override capable.
4. Heavy-duty assembly.
5. Body: Brass or stainless steel.
6. Seats and Discs: NBR or PTFE.
7. Solenoid Enclosure: NEMA 250, Type 4.

2.6 ELECTRIC AND ELECTRONIC CONTROL VALVE ACTUATORS

- A. Actuators for Hydronic Control Valves: Capable of closing valve against system pump shutoff head.
- B. Actuators for Steam Control Valves: Shutoff against 1.2 times steam design pressure.
- C. Position indicator and graduated scale on each actuator.
- D. Type: Motor operated, with or without gears, electric and electronic.
- E. Voltage: Voltage selection delegated to professional designing control system.
- F. Deliver torque required for continuous uniform movement of controlled device from limit to limit when operated at rated voltage.
- G. Function properly within a range of 85 to 120 percent of nameplate voltage.
- H. Construction:
 - 1. For Actuators Less Than 100 W: Fiber or reinforced nylon gears with steel shaft, copper alloy or nylon bearings, and pressed steel enclosures.
 - 2. For Actuators from 100 to 400 W: Gears ground steel, oil immersed, shaft hardened steel running in bronze, copper alloy or ball bearings. Operator and gear trains shall be totally enclosed in dustproof cast-iron, cast-steel or cast-aluminum housing.
 - 3. For Actuators Larger Than 400 W: Totally enclosed reversible induction motors with auxiliary hand crank and permanently lubricated bearings.
- I. Field Adjustment:
 - 1. Spring Return Actuators: Easily switchable from fail open to fail closed in the field without replacement.
 - 2. Gear Type Actuators: External manual adjustment mechanism to allow manual positioning when the actuator is not powered.
- J. Two-Position Actuators: Single direction, spring return or reversing type.
- K. Modulating Actuators:
 - 1. Operation: Capable of stopping at all points across full range, and starting in either direction from any point in range.
 - 2. Control Input Signal:
 - a. Three Point, Tristate, or Floating Point: Clockwise and counter-clockwise inputs. One input drives actuator to open position and other input drives actuator to close position. No signal of either input remains in last position.
 - b. Proportional: Actuator drives proportional to input signal and modulates throughout its angle of rotation. Suitable for zero- to 10- or 2- to 10-V dc and 4- to 20-mA signals.

- c. Pulse Width Modulation (PWM): Actuator drives to a specified position according to pulse duration (length) of signal from a dry contact closure, triac sink, or source controller.
- d. Programmable Multi-Function:
 - 1) Control Input, Position Feedback, and Running Time: Factory or field programmable.
 - 2) Diagnostic: Feedback of hunting or oscillation, mechanical overload, mechanical travel, and mechanical load limit.
 - 3) Service Data: Include, at a minimum, number of hours powered and number of hours in motion.

L. Fail-Safe:

- 1. Where indicated, provide actuator to fail to an end position.
- 2. Internal spring return mechanism to drive controlled device to an end position (open or close) on loss of power.
- 3. Batteries, capacitors, and other non-mechanical forms of fail-safe operation are acceptable only where uniquely indicated.

M. Integral Overload Protection:

- 1. Provide against overload throughout the entire operating range in both directions.
- 2. Electronic overload, digital rotation sensing circuitry, mechanical end switches, or magnetic clutches are acceptable methods of protection.

N. Valve Attachment:

- 1. Unless otherwise required for valve interface, provide an actuator designed to be directly coupled to valve shaft without the need for connecting linkages.
- 2. Attach actuator to valve drive shaft in a way that ensures maximum transfer of power and torque without slippage.
- 3. Bolt and set screw method of attachment is acceptable only if provided with at least two points of attachment.

O. Temperature and Humidity:

- 1. Temperature: Suitable for operating temperature range encountered by application with minimum operating temperature range of minus 20 to plus 120 deg F ((minus 29 to plus 49 deg C)).

P. Enclosure:

- 1. Suitable for ambient conditions encountered by application.
- 2. NEMA 250, Type 2 for indoor and protected applications.
- 3. NEMA 250, Type 4 or Type 4X for outdoor and unprotected applications.
- 4. Provide actuator enclosure with heater and control where required by application.

PART 3 - EXECUTION

3.1 CONTROL VALVE APPLICATIONS

A. Control Valves:

1. Select from valves specified in "Control Valves" Article to achieve performance requirements and characteristics indicated while subjected to full range of system operation encountered.

3.2 INSTALLATION, GENERAL

A. Furnish and install products required to satisfy most stringent requirements indicated.

B. Install products level, plumb, parallel, and perpendicular with building construction.

C. Provide ceiling, floor, roof, and wall openings and sleeves required by installation. Before proceeding with drilling, punching, or cutting, check location first for concealed products that could potentially be damaged. Patch, flash, grout, seal, and refinish openings to match adjacent condition.

D. Firestop penetrations made in fire-rated assemblies and seal penetrations made in acoustically rated assemblies.

E. Fastening Hardware:

1. Stillson wrenches, pliers, and other tools that will cause injury to or mar surfaces of rods, nuts, and other parts are prohibited for assembling and tightening nuts.
2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
3. Lubricate threads of bolts, nuts, and screws with graphite and oil before assembly.

F. Install products in locations that are accessible and that will permit calibration and maintenance from floor, equipment platforms, or catwalks. Where ladders are required for Owner's access, confirm unrestricted ladder placement is possible under occupied condition.

G. Corrosive Environments:

1. Use products that are suitable for environment to which they will be subjected.
2. If possible, avoid or limit use of materials in corrosive environments, including, but not limited to, the following:
 - a. Laboratory exhaust airstreams.
 - b. Process exhaust airstreams.
3. Use Type 316 stainless-steel tubing and fittings when in contact with a corrosive environment.
4. When conduit is in contact with a corrosive environment, use Type 316 stainless-steel conduit and fittings or conduit and fittings that are coated with a corrosive-resistant coating that is suitable for environment.

5. Where control devices are located in a corrosive environment and are not corrosive resistant from manufacturer, field install products in a NEMA 250, Type 4X enclosure constructed of Type 316L stainless steel.

3.3 ELECTRIC POWER

- A. Furnish and install electrical power to products requiring electrical connections.
- B. Furnish and install circuit breakers. Comply with requirements in Section 262816 "Enclosed Switches and Circuit Breakers."
- C. Furnish and install power wiring. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- D. Furnish and install raceways. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems."

3.4 CONTROL VALVES

- A. Install pipe reducers for valves smaller than line size. Position reducers as close to valve as possible but at distance to avoid interference and impact to performance. Install with manufacturer-recommended clearance.
- B. Install flanges or unions to allow drop-in and -out valve installation.
- C. Where indicated, install control valve with three-valve bypass manifold to allow for control valve isolation and removal without interrupting system flow by providing manual throttling valve in bypass pipe.
- D. Install drain valves in piping upstream and downstream of each control valve installed in a three-valve manifold and for each control valve larger than NPS 2 ((DN 50)).
- E. Install pressure temperature taps in piping upstream and downstream of each control valve larger than NPS 1 (DN 25).
- F. Valve Orientation:
 1. Where possible, install globe and ball valves installed in horizontal piping with stems upright and not more than 15 degrees off of vertical, not inverted.
 2. Install valves in a position to allow full stem movement.
 3. Where possible, install butterfly valves that are installed in horizontal piping with stems in horizontal position and with low point of disc opening with direction of flow.
- G. Clearance:
 1. Locate valves for easy access and provide separate support of valves that cannot be handled by service personnel without hoisting mechanism.
 2. Install valves with at least 12 inches (300 mm) of clear space around valve and between valves and adjacent surfaces.

H. Threaded Valves:

1. Note internal length of threads in valve ends, and proximity of valve internal seat or wall, to determine how far pipe should be threaded into valve.
2. Align threads at point of assembly.
3. Apply thread compound to external pipe threads, except where dry seal threading is specified.
4. Assemble joint, wrench tight. Apply wrench on valve end as pipe is being threaded.

I. Flanged Valves:

1. Align flange surfaces parallel.
2. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly with a torque wrench.

J. Connect electrical devices and components to electrical grounding system. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

K. Identify system components, wiring, cabling, and terminals. Each piece of wire, cable, and tubing shall have the same designation at each end for operators to determine continuity at points of connection. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

L. Install engraved phenolic nameplate with valve identification on valve.

3.5 CHECKOUT PROCEDURES

A. Control Valve Checkout:

1. Check installed products before continuity tests, leak tests, and calibration.
2. Check valves for proper location and accessibility.
3. Check valves for proper installation for direction of flow, elevation, orientation, insertion depth, or other applicable considerations that will impact performance.
4. For pneumatic products, verify air supply for each product is properly installed.
5. For pneumatic valves, verify that pressure gauges are provided in each air line to valve actuator and positioner.
6. Verify that control valves are installed correctly for flow direction.
7. Verify that valve body attachment is properly secured and sealed.
8. Verify that valve actuator and linkage attachment are secure.
9. Verify that actuator wiring is complete, enclosed, and connected to correct power source.
10. Verify that valve ball, disc, and plug travel are unobstructed.
11. After piping systems have been tested and put into service, but before insulating and balancing, inspect each valve for leaks. Adjust or replace packing to stop leaks. Replace the valve if leaks persist.

3.6 ADJUSTMENT, CALIBRATION, AND TESTING

- A. Stroke and adjust control valves following manufacturer's recommended procedure, from 100 percent open to 100 percent closed back to 100 percent open.
- B. Stroke control valves with pilot positioners. Adjust valve and positioner following manufacturer's recommended procedure, so valve is 100 percent closed, 50 percent closed, and 100 percent open at proper air pressures.
- C. Check and document open and close cycle times for applications with a cycle time of less than 30 seconds.
- D. For control valves equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.

END OF SECTION 230923.11

SECTION 231123 - FACILITY NATURAL-GAS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipes, tubes, and fittings.
2. Piping specialties.
3. Piping and tubing joining materials.
4. Valves.
5. Pressure regulators.

1.2 PERFORMANCE REQUIREMENTS

A. Minimum Operating-Pressure Ratings:

1. Piping and Valves: 100 psig minimum unless otherwise indicated.
2. Service Regulators: 100 psig minimum unless otherwise indicated.

B. Natural-Gas System Pressures within Buildings: Two pressure ranges. Primary pressure is more than 0.5 psig but not more than 2 psig, and is reduced to secondary pressure of 0.5 psig or less.

C. Delegated Design: Design restraints and anchors for natural-gas piping and equipment, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1.3 ACTION SUBMITTALS

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

B. Shop Drawings: For facility natural-gas piping layout. Include plans, piping layout and elevations, sections, and details for fabrication of pipe anchors, hangers, supports for multiple pipes, alignment guides, expansion joints and loops, and attachments of the same to building structure. Detail location of anchors, alignment guides, and expansion joints and loops.

C. Delegated-Design Submittal: For natural-gas piping and equipment indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Detail fabrication and assembly of seismic restraints.
2. Design Calculations: Calculate requirements for selecting seismic restraints.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
 - 1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
 - 2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.
 - 3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.
 - 4. Protective Coating for Underground Piping: Factory-applied, three-layer coating of epoxy, adhesive, and PE.
 - a. Joint Cover Kits: Epoxy paint, adhesive, and heat-shrink PE sleeves.
- B. Corrugated, Stainless-Steel Tubing: Comply with ANSI/IAS LC 1.
 - 1. Tubing: ASTM A 240/A 240M, corrugated, Series 300 stainless steel.
 - 2. Coating: PE with flame retardant.
 - a. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1) Flame-Spread Index: 25 or less.
 - 2) Smoke-Developed Index: 50 or less.

3. Fittings: Copper-alloy mechanical fittings with ends made to fit and listed for use with corrugated stainless-steel tubing and capable of metal-to-metal seal without gaskets. Include brazing socket or threaded ends complying with ASME B1.20.1.
4. Striker Plates: Steel, designed to protect tubing from penetrations.
5. Manifolds: Malleable iron or steel with factory-applied protective coating. Threaded connections shall comply with ASME B1.20.1 for pipe inlet and corrugated tubing outlets.
6. Operating-Pressure Rating: 5 psig.

C. PE Pipe: ASTM D 2513, SDR 11.

1. PE Fittings: ASTM D 2683, socket-fusion type or ASTM D 3261, butt-fusion type with dimensions matching PE pipe.
2. PE Transition Fittings: Factory-fabricated fittings with PE pipe complying with ASTM D 2513, SDR 11; and steel pipe complying with ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
3. Anodeless Service-Line Risers: Factory fabricated and leak tested.
 - a. Underground Portion: PE pipe complying with ASTM D 2513, SDR 11 inlet.
 - b. Casing: Steel pipe complying with ASTM A 53/A 53M, Schedule 40, black steel, Type E or S, Grade B, with corrosion-protective coating covering. Vent casing aboveground.
 - c. Aboveground Portion: PE transition fitting.
 - d. Outlet shall be threaded or suitable for welded connection.
 - e. Tracer wire connection.
 - f. Ultraviolet shield.
 - g. Stake supports with factory finish to match steel pipe casing or carrier pipe.
4. Transition Service-Line Risers: Factory fabricated and leak tested.
 - a. Underground Portion: PE pipe complying with ASTM D 2513, SDR 11 inlet connected to steel pipe complying with ASTM A 53/A 53M, Schedule 40, Type E or S, Grade B, with corrosion-protective coating for aboveground outlet.
 - b. Outlet shall be threaded or suitable for welded connection.
 - c. Bridging sleeve over mechanical coupling.
 - d. Factory-connected anode.
 - e. Tracer wire connection.
 - f. Ultraviolet shield.
 - g. Stake supports with factory finish to match steel pipe casing or carrier pipe.

2.2 PIPING SPECIALTIES

A. Appliance Flexible Connectors:

1. Indoor, Fixed-Appliance Flexible Connectors: Comply with ANSI Z21.24.
2. Indoor, Movable-Appliance Flexible Connectors: Comply with ANSI Z21.69.
3. Outdoor, Appliance Flexible Connectors: Comply with ANSI Z21.75.
4. Corrugated stainless-steel tubing with polymer coating.
5. Operating-Pressure Rating: 0.5 psig.
6. End Fittings: Zinc-coated steel.

7. Threaded Ends: Comply with ASME B1.20.1.
8. Maximum Length: 72 inches

B. Quick-Disconnect Devices: Comply with ANSI Z21.41.

1. Copper-alloy convenience outlet and matching plug connector.
2. Nitrile seals.
3. Hand operated with automatic shutoff when disconnected.
4. For indoor or outdoor applications.
5. Adjustable, retractable restraining cable.

C. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 and smaller.
3. Strainer Screen: 40-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.
4. CWP Rating: 125 psig.

D. Weatherproof Vent Cap: Cast- or malleable-iron increaser fitting with corrosion-resistant wire screen, with free area at least equal to cross-sectional area of connecting pipe and threaded-end connection.

2.3 JOINING MATERIALS

- A. Joint Compound and Tape: Suitable for natural gas.
- B. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- C. Brazing Filler Metals: Alloy with melting point greater than 1000 deg F complying with AWS A5.8/A5.8M. Brazing alloys containing more than 0.05 percent phosphorus are prohibited.

2.4 MANUAL GAS SHUTOFF VALVES

- A. See "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles for where each valve type is applied in various services.
- B. General Requirements for Metallic Valves, NPS 2 and Smaller: Comply with ASME B16.33.
1. CWP Rating: 125 psig.
 2. Threaded Ends: Comply with ASME B1.20.1.
 3. Dryseal Threads on Flare Ends: Comply with ASME B1.20.3.
 4. Tamperproof Feature: Locking feature for valves indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
 5. Listing: Listed and labeled by an NRTL acceptable to authorities having jurisdiction for valves 1 inch and smaller.

6. Service Mark: Valves 1-1/4 inches to NPS 2 shall have initials "WOG" permanently marked on valve body.
- C. One-Piece, Bronze Ball Valve with Bronze Trim: MSS SP-110.
1. Body: Bronze, complying with ASTM B 584.
 2. Ball: Chrome-plated brass.
 3. Stem: Bronze; blowout proof.
 4. Seats: Reinforced TFE; blowout proof.
 5. Packing: Separate packnut with adjustable-stem packing threaded ends.
 6. Ends: Threaded, flared, or socket as indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
 7. CWP Rating: 600 psig.
 8. Listing: Valves NPS 1 and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.
 9. Service: Suitable for natural-gas service with "WOG" indicated on valve body.
- D. Two-Piece, Full-Port, Bronze Ball Valves with Bronze Trim: MSS SP-110.
1. Body: Bronze, complying with ASTM B 584.
 2. Ball: Chrome-plated bronze.
 3. Stem: Bronze; blowout proof.
 4. Seats: Reinforced TFE; blowout proof.
 5. Packing: Threaded-body packnut design with adjustable-stem packing.
 6. Ends: Threaded, flared, or socket as indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
 7. CWP Rating: 600 psig.
 8. Listing: Valves NPS 1 and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.
 9. Service: Suitable for natural-gas service with "WOG" indicated on valve body.
- E. Two-Piece, Regular-Port Bronze Ball Valves with Bronze Trim: MSS SP-110.
1. Body: Bronze, complying with ASTM B 584.
 2. Ball: Chrome-plated bronze.
 3. Stem: Bronze; blowout proof.
 4. Seats: Reinforced TFE.
 5. Packing: Threaded-body packnut design with adjustable-stem packing.
 6. Ends: Threaded, flared, or socket as indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
 7. CWP Rating: 600 psig.
 8. Listing: Valves NPS 1 and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.
 9. Service: Suitable for natural-gas service with "WOG" indicated on valve body.
- F. Bronze Plug Valves: MSS SP-78.
1. Body: Bronze, complying with ASTM B 584.
 2. Plug: Bronze.
 3. Ends: Threaded, socket, as indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
 4. Operator: Square head or lug type with tamperproof feature where indicated.
 5. Pressure Class: 125 psig.
 6. Listing: Valves NPS 1 and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.

7. Service: Suitable for natural-gas service with "WOG" indicated on valve body.

G. PE Ball Valves: Comply with ASME B16.40.

1. Body: PE.
2. Ball: PE.
3. Stem: Acetal.
4. Seats and Seals: Nitrile.
5. Ends: Plain or fusible to match piping.
6. CWP Rating: 80 psig.
7. Operating Temperature: Minus 20 to plus 140 deg F.
8. Operator: Nut or flat head for key operation.
9. Include plastic valve extension.
10. Include tamperproof locking feature for valves where indicated on Drawings.

H. Valve Boxes:

1. Cast-iron, two-section box.
2. Top section with cover with "GAS" lettering.
3. Bottom section with base to fit over valve and barrel a minimum of 5 inches in diameter.
4. Adjustable cast-iron extensions of length required for depth of bury.
5. Include tee-handle, steel operating wrench with socket end fitting valve nut or flat head, and with stem of length required to operate valve.

2.5 MOTORIZED GAS VALVES

A. Electrically Operated Valves: Comply with UL 429.

1. Pilot operated.
2. Body: Brass or aluminum.
3. Seats and Disc: Nitrile rubber.
4. Springs and Valve Trim: Stainless steel.
5. 120-V ac, 60 Hz, Class B, continuous-duty molded coil, and replaceable.
6. NEMA ICS 6, Type 4, coil enclosure.
7. Normally closed.
8. Visual position indicator.

2.6 EARTHQUAKE VALVES

A. Earthquake Valves: Comply with ASCE 25.

1. Listing: Listed and labeled by an NRTL acceptable to authorities having jurisdiction.
2. Maximum Operating Pressure: 5 psig.
3. Cast-aluminum body with nickel-plated chrome steel internal parts.
4. Nitrile-rubber valve washer.
5. Sight windows for visual indication of valve position.
6. Threaded end connections complying with ASME B1.20.1.
7. Wall mounting bracket with bubble level indicator.

2.7 PRESSURE REGULATORS

A. General Requirements:

1. Single stage and suitable for natural gas.
2. Steel jacket and corrosion-resistant components.
3. Elevation compensator.
4. End Connections: Threaded for regulators NPS 2 and smaller.

B. Line Pressure Regulators: Comply with ANSI Z21.80.

1. Body and Diaphragm Case: Cast iron or die-cast aluminum.
2. Springs: Zinc-plated steel; interchangeable.
3. Diaphragm Plate: Zinc-plated steel.
4. Seat Disc: Nitrile rubber resistant to gas impurities, abrasion, and deformation at the valve port.
5. Orifice: Aluminum; interchangeable.
6. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.
7. Single-port, self-contained regulator with orifice no larger than required at maximum pressure inlet, and no pressure sensing piping external to the regulator.
8. Pressure regulator shall maintain discharge pressure setting downstream, and not exceed 150 percent of design discharge pressure at shutoff.
9. Overpressure Protection Device: Factory mounted on pressure regulator.
10. Atmospheric Vent: Factory- or field-installed, stainless-steel screen in opening if not connected to vent piping.

C. Appliance Pressure Regulators: Comply with ANSI Z21.18.

1. Body and Diaphragm Case: Die-cast aluminum.
2. Springs: Zinc-plated steel; interchangeable.
3. Diaphragm Plate: Zinc-plated steel.
4. Seat Disc: Nitrile rubber.
5. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.
6. Factory-Applied Finish: Minimum three-layer polyester and polyurethane paint finish.
7. Regulator may include vent limiting device, instead of vent connection, if approved by authorities having jurisdiction.

2.8 DIELECTRIC UNIONS

A. Dielectric Unions:

1. Description:
 - a. Standard: ASSE 1079.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous.

2.9 LABELING AND IDENTIFYING

- ### A. Detectable Warning Tape: Acid- and alkali-resistant, PE film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective

jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored yellow.

PART 3 - EXECUTION

3.1 OUTDOOR PIPING INSTALLATION

- A. Comply with the International Fuel Gas Code for installation and purging of natural-gas piping.
- B. Install underground, natural-gas piping buried at least 36 inches below finished grade. Comply with requirements in Section 312000 "Earth Moving" for excavating, trenching, and backfilling.
 - 1. If natural-gas piping is installed less than 36 inches below finished grade, install it in containment conduit.
- C. Install underground, PE, natural-gas piping according to ASTM D 2774.
- D. Steel Piping with Protective Coating:
 - 1. Apply joint cover kits to pipe after joining to cover, seal, and protect joints.
 - 2. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.
 - 3. Replace pipe having damaged PE coating with new pipe.
- E. Copper Tubing with Protective Coating:
 - 1. Apply joint cover kits over tubing to cover, seal, and protect joints.
 - 2. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.
- F. Install fittings for changes in direction and branch connections.

3.2 INDOOR PIPING INSTALLATION

- A. Comply with the International Fuel Gas Code for installation and purging of natural-gas piping.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Arrange for pipe spaces, chases, slots, sleeves, and openings in building structure during progress of construction, to allow for mechanical installations.
- D. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

- E. 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.
- F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- G. Locate valves for easy access.
- H. Install natural-gas piping at uniform grade of 2 percent down toward drip and sediment traps.
- I. Install piping free of sags and bends.
- J. Install fittings for changes in direction and branch connections.
- K. Verify final equipment locations for roughing-in.
- L. Comply with requirements in Sections specifying gas-fired appliances and equipment for roughing-in requirements.
- M. Drips and Sediment Traps: Install drips at points where condensate may collect, including service-meter outlets. Locate where accessible to permit cleaning and emptying. Do not install where condensate is subject to freezing.
 - 1. Construct drips and sediment traps using tee fitting with bottom outlet plugged or capped. Use nipple a minimum length of 3 pipe diameters, but not less than 3 inches long and same size as connected pipe. Install with space below bottom of drip to remove plug or cap.
- N. Extend relief vent connections for service regulators, line regulators, and overpressure protection devices to outdoors and terminate with weatherproof vent cap.
- O. Conceal pipe installations in walls, pipe spaces, utility spaces, above ceilings, below grade or floors, and in floor channels unless indicated to be exposed to view.
- P. Use eccentric reducer fittings to make reductions in pipe sizes. Install fittings with level side down.
- Q. Connect branch piping from top or side of horizontal piping.
- R. Install unions in pipes NPS 2 and smaller, adjacent to each valve, at final connection to each piece of equipment.
- S. Do not use natural-gas piping as grounding electrode.
- T. Install strainer on inlet of each line-pressure regulator and automatic or electrically operated valve.

3.3 VALVE INSTALLATION

- A. Install manual gas shutoff valve for each gas appliance ahead of corrugated stainless-steel tubing or copper connector.

- B. Install underground valves with valve boxes.
- C. Install regulators and overpressure protection devices with maintenance access space adequate for servicing and testing.
- D. Install earthquake valves aboveground outside buildings according to listing.
- E. Install anode for metallic valves in underground PE piping.

3.4 PIPING JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints:
 - 1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.
 - 2. Cut threads full and clean using sharp dies.
 - 3. Ream threaded pipe ends to remove burrs and restore full inside diameter of pipe.
 - 4. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.
 - 5. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- D. Welded Joints:
 - 1. Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators.
 - 2. Bevel plain ends of steel pipe.
 - 3. Patch factory-applied protective coating as recommended by manufacturer at field welds and where damage to coating occurs during construction.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter.
- F. Flared Joints: Cut tubing with roll cutting tool. Flare tube end with tool to result in flare dimensions complying with SAE J513. Tighten finger tight, then use wrench. Do not overtighten.
- G. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End Pipe and Fittings: Use butt fusion.
 - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.

3.5 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for pipe hangers and supports specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Install hangers for horizontal steel piping with the following maximum spacing and minimum rod sizes:
 - 1. NPS 1 and Smaller: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 2. NPS 1-1/4: Maximum span, 108 inches; minimum rod size, 3/8 inch.
 - 3. NPS 1-1/2 and NPS 2: Maximum span, 108 inches; minimum rod size, 3/8 inch.
- C. Install hangers for horizontal, corrugated stainless-steel tubing with the following maximum spacing and minimum rod sizes:
 - 1. NPS 3/8: Maximum span, 48 inches; minimum rod size, 3/8 inch.
 - 2. NPS 1/2: Maximum span, 72 inches; minimum rod size, 3/8 inch.
 - 3. NPS 3/4 and Larger: Maximum span, 96 inches; minimum rod size, 3/8 inch.

3.6 CONNECTIONS

- A. Connect to utility's gas main according to utility's procedures and requirements.
- B. Install natural-gas piping electrically continuous, and bonded to gas appliance equipment grounding conductor of the circuit powering the appliance according to NFPA 70.
- C. Install piping adjacent to appliances to allow service and maintenance of appliances.
- D. Connect piping to appliances using manual gas shutoff valves and unions. Install valve within 72 inches of each gas-fired appliance and equipment. Install union between valve and appliances or equipment.
- E. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

3.7 LABELING AND IDENTIFYING

- A. Comply with requirements in Section 230553 "Identification for HVAC Piping and Equipment" for piping and valve identification.
- B. Install detectable warning tape directly above gas piping, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.8 FIELD QUALITY CONTROL

- A. Test, inspect, and purge natural gas according to the International Fuel Gas Code and authorities having jurisdiction.
- B. Natural-gas piping will be considered defective if it does not pass tests and inspections.

- C. Prepare test and inspection reports.

3.9 OUTDOOR PIPING SCHEDULE

- A. Underground natural-gas piping shall be one of the following:
 - 1. PE pipe and fittings joined by heat fusion; service-line risers with tracer wire terminated in an accessible location.
 - 2. Steel pipe with wrought-steel fittings and welded joints. Coat pipe and fittings with protective coating for steel piping.
 - 3. Annealed-temper copper tube with wrought-copper fittings and brazed joints. Coat pipe and fittings with protective coating for copper tubing.
- B. Aboveground natural-gas piping shall be one of the following:
 - 1. Steel pipe with malleable-iron fittings and threaded joints.
 - 2. Steel pipe with wrought-steel fittings and welded joints.
 - 3. Annealed-temper copper tube with wrought-copper fittings and brazed joints.
- C. Branch Piping in Cast-in-Place Concrete to Single Appliance: Annealed-temper copper tube with wrought-copper fittings and brazed joints. Install piping embedded in concrete with no joints in concrete.
- D. Containment Conduit: Steel pipe with wrought-steel fittings and welded joints. Coat pipe and fittings with protective coating for steel piping.

3.10 INDOOR PIPING SCHEDULE

- A. Aboveground, branch piping NPS 1 and smaller shall be one of the following:
 - 1. Corrugated stainless-steel tubing with mechanical fittings having socket or threaded ends to match adjacent piping.
 - 2. Annealed-temper copper tube with wrought-copper fittings and brazed joints.
 - 3. Steel pipe with malleable-iron fittings and threaded joints.
- B. Aboveground, distribution piping shall be the following:
 - 1. Steel pipe with malleable-iron fittings and threaded joints.
 - 2. Steel pipe with wrought-steel fittings and welded joints.
- C. Underground, below building, piping shall be the following:
 - 1. Steel pipe with malleable-iron fittings and threaded joints.
 - 2. Steel pipe with wrought-steel fittings and welded joints.
- D. Containment Conduit: Steel pipe with wrought-steel fittings and welded joints. Coat pipe and fittings with protective coating for steel piping.

- E. Containment Conduit Vent Piping: Steel pipe with malleable-iron fittings and threaded or wrought-steel fittings with welded joints. Coat underground pipe and fittings with protective coating for steel piping.

3.11 UNDERGROUND MANUAL GAS SHUTOFF VALVE SCHEDULE

- A. Connections to Existing Gas Piping: Use valve and fitting assemblies made for tapping utility's gas mains and listed by an NRTL.
- B. Underground: PE or Bronze plug valves.

3.12 ABOVEGROUND MANUAL GAS SHUTOFF VALVE SCHEDULE

- A. Valves for pipe sizes NPS 2 and smaller at service meter shall be one of the following:
 - 1. One-piece, bronze ball valve with bronze trim.
 - 2. Two-piece, full-port, bronze ball valves with bronze trim.
 - 3. Bronze plug valve.
- B. Distribution piping valves for pipe sizes NPS 2 and smaller shall be one of the following:
 - 1. One-piece, bronze ball valve with bronze trim.
 - 2. Two-piece, full-port, bronze ball valves with bronze trim.
 - 3. Bronze plug valve.
- C. Valves in branch piping for single appliance shall be one of the following:
 - 1. One-piece, bronze ball valve with bronze trim.
 - 2. Two-piece, full-port, bronze ball valves with bronze trim.
 - 3. Bronze plug valve.

END OF SECTION 231123

SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes pipe and fitting materials and joining methods for the following:

1. Hot-water heating piping.
2. Chilled-water piping.
3. Condenser-water piping.
4. Makeup-water piping.
5. Condensate-drain piping.
6. Blowdown-drain piping.
7. Air-vent piping.
8. Safety-valve-inlet and -outlet piping.

1.2 ACTION SUBMITTALS

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

1. Plastic pipe and fittings with solvent cement.
2. RTRP and RTRF with adhesive.
3. Pressure-seal fittings.
4. Chemical treatment.

B. Delegated-Design Submittal:

1. Design calculations and detailed fabrication and assembly of pipe anchors and alignment guides, hangers and supports for multiple pipes, expansion joints and loops, and attachments of the same to the building structure.
2. Locations of pipe anchors and alignment guides and expansion joints and loops.
3. Locations of and details for penetrations, including sleeves and sleeve seals for exterior walls, floors, basement, and foundation walls.
4. Locations of and details for penetration and firestopping for fire- and smoke-rated wall and floor and ceiling assemblies.

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. Blowdown-Drain Piping: 200 deg F.
 - 3. Air-Vent Piping: 200 deg F.
 - 4. Safety-Valve-Inlet and -Outlet Piping: Equal to the pressure of the piping system to which it is attached.

2.2 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tubing: ASTM B 88, Type M.
- B. Annealed-Temper Copper Tubing: ASTM B 88, Type K.
- C. DWV Copper Tubing: ASTM B 306, Type DWV.
- D. Grooved, Mechanical-Joint, Wrought-Copper Fittings: ASME B16.22.
 - 1. Grooved-End Copper Fittings: ASTM B 75, copper tube or ASTM B 584, bronze casting.
 - 2. Grooved-End-Tube Couplings: Rigid pattern unless otherwise indicated; gasketed fitting. Ductile-iron housing with keys matching pipe and fitting grooves, prelubricated EPDM gasket rated for minimum 230 deg F for use with housing, and steel bolts and nuts.
- E. Wrought-Copper Unions: ASME B16.22.

2.3 STEEL PIPE AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; welded and seamless, Grade B, and wall thickness as indicated in "Piping Applications" Article.
- B. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125 and 250 as indicated in "Piping Applications" Article.
- C. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in "Piping Applications" Article.
- D. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in "Piping Applications" Article.
- E. Cast-Iron Pipe Flanges and Flanged Fittings: ASME B16.1, Classes 25, 125, and 250; raised ground face, and bolt holes spot faced as indicated in "Piping Applications" Article.
- F. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:
 - 1. Material Group: 1.1.

2. End Connections: Butt welding.
3. Facings: Raised face.

G. Grooved Mechanical-Joint Fittings and Couplings:

1. Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47/A 47M, Grade 32510 malleable iron; ASTM A 53/A 53M, Type F, E, or S, Grade B fabricated steel; or ASTM A 106/A 106M, Grade B steel fittings with grooves or shoulders constructed to accept grooved-end couplings; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
2. Couplings: Ductile- or malleable-iron housing and EPDM or nitrile gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.

2.4 PLASTIC PIPE AND FITTINGS

- A. CPVC Plastic Pipe: ASTM F 441/F 441M, with wall thickness as indicated in "Piping Applications" Article.
1. CPVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM F 438 for Schedule 40 pipe; ASTM F 439 for Schedule 80 pipe.
- B. PVC Plastic Pipe: ASTM D 1785, with wall thickness as indicated in "Piping Applications" Article.
1. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2466 for Schedule 40 pipe; ASTM D 2467 for Schedule 80 pipe.

2.5 JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness unless otherwise indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.

- F. Welding Filler Metals: Comply with AWS D10.12M/D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- G. Solvent Cements for Joining Plastic Piping:
 - 1. CPVC Piping: ASTM F 493.
 - a. CPVC solvent cement shall have a VOC content of 490 g/L or less.
 - b. Adhesive primer shall have a VOC content of 550 g/L or less.
 - c. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
 - 2. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
 - a. PVC solvent cement shall have a VOC content of 510 g/L or less.
 - b. Adhesive primer shall have a VOC content of 550 g/L or less.
 - c. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- H. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

2.6 TRANSITION FITTINGS

- A. Plastic-to-Metal Transition Fittings:
 - 1. One-piece fitting with one threaded brass or copper insert and one solvent-cement-joint end of material and wall thickness to match plastic pipe material.
- B. Plastic-to-Metal Transition Unions:
 - 1. Brass or copper end, solvent-cement-joint end of material and wall thickness to match plastic pipe material, rubber gasket, and threaded union.

2.7 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
 - 1. Description:
 - a. Standard: ASSE 1079.
 - b. Pressure Rating: 125 psig minimum at 180 deg F.
 - c. End Connections: Solder-joint copper alloy and threaded ferrous.

2.8 BYPASS CHEMICAL FEEDER

- A. Description: Welded steel construction; 125-psig working pressure; 5-gal. capacity; with fill funnel and inlet, outlet, and drain valves.
 - 1. Chemicals: Specially formulated, based on analysis of makeup water, to prevent accumulation of scale and corrosion in piping and connected equipment.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Hot-water heating piping, aboveground, NPS 2 and smaller, shall be any of the following:
 - 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered pressure-seal joints.
- B. Hot-water heating piping, aboveground, NPS 2-1/2 and larger, shall be any of the following:
 - 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered or brazed joints.
- C. Hot-Water Heating Piping Installed Belowground and within Slabs: Type K, annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.
- D. Chilled-water piping, aboveground, NPS 2 and smaller, shall be any of the following:
 - 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered pressure-seal joints.
- E. Chilled-water piping, aboveground, NPS 2-1/2 and larger, shall be any of the following:
 - 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered or brazed joints.
- F. Chilled-Water Piping Installed Belowground and within Slabs: Type K, annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.
- G. Condenser-water piping, aboveground, NPS 2 and smaller, shall be the following:
 - 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered pressure-seal joints.
- H. Condenser-water piping, aboveground, NPS 2-1/2 and larger, shall be the following:
 - 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
- I. Condenser-Water Piping Installed Belowground and within Slabs: Type K, annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.

- J. Makeup-water piping installed aboveground shall be either of the following:
 - 1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
 - 2. Schedule 40 CPVC plastic pipe and fittings, and solvent-welded joints.
- K. Makeup-Water Piping Installed Belowground and within Slabs: Type K, annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.
- L. Condensate-Drain Piping: Type M, drawn-temper copper tubing, wrought-copper fittings, and soldered joints or Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.
- M. Condensate-Drain Piping: Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.
- N. Blowdown-Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown drain is installed.
- O. Air-Vent Piping:
 - 1. Inlet: Same as service where installed with metal-to-plastic transition fittings for plastic piping systems according to piping manufacturer's written instructions.
 - 2. Outlet: Type K, annealed-temper copper tubing with soldered or flared joints.
- P. Safety-Valve-Inlet and -Outlet Piping for Hot-Water Piping: Same materials and joining methods as for piping specified for the service in which safety valve is installed with metal-to-plastic transition fittings for plastic piping systems according to piping manufacturer's written instructions.

3.2 PIPING INSTALLATIONS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.

- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- L. Install drains, consisting of a tee fitting, NPS 3/4 ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- M. Install piping at a uniform grade of 0.2 percent upward in direction of flow.
- 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 valves according to Section 230523.11 "Globe Valves for HVAC Piping," Section 230523.12 "Ball Valves for HVAC Piping," Section 230523.13 "Butterfly Valves for HVAC Piping," Section 230523.14 "Check Valves for HVAC Piping," and Section 230523.15 "Gate Valves for HVAC Piping."
- Q. Install unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- R. Install flanges in piping, NPS 2-1/2 and larger, at final connections of equipment and elsewhere as indicated.
- S. Install shutoff valve immediately upstream of each dielectric fitting.
- T. Comply with requirements in Section 230516 "Expansion Fittings and Loops for HVAC Piping" for installation of expansion loops, expansion joints, anchors, and pipe alignment guides.
- U. Comply with requirements in Section 230553 "Identification for HVAC Piping and Equipment" for identifying piping.
- V. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- W. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- X. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230518 "Escutcheons for HVAC Piping."

3.3 DIELECTRIC FITTING INSTALLATION

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

- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flanges.
- D. Dielectric Fittings for NPS 5 and Larger: Use dielectric flange kits.

3.4 HANGERS AND SUPPORTS

- A. Comply with requirements in Section 230529 "Hangers and Supports for HVAC Piping and Equipment" for hanger, support, and anchor devices. Comply with the following requirements for maximum spacing of supports.
- B. Comply with requirements in Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraints.
- C. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
 - 2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 - 4. Spring hangers to support vertical runs.
 - 5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
 - 6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.
- D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:
 - 1. NPS 3/4: Maximum span, 7 feet.
 - 2. NPS 1: Maximum span, 7 feet.
 - 3. NPS 1-1/2: Maximum span, 9 feet.
 - 4. NPS 2: Maximum span, 10 feet.
 - 5. NPS 2-1/2: Maximum span, 11 feet.
 - 6. NPS 3 and Larger: Maximum span, 12 feet.
- E. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
 - 1. NPS 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 - 2. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 - 3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 - 4. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 5. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 6. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - 7. NPS 3 and Larger: Maximum span, 10 feet; minimum rod size, 3/8 inch.
- F. Plastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.

- G. Support vertical runs at roof, at each floor, and at 10-foot intervals between floors.

3.5 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8/A5.8M.
- E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- G. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
 - 3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
 - 4. PVC Nonpressure Piping: Join according to ASTM D 2855.
- H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-end-pipe couplings.
- I. Mechanically Formed, Copper-Tube-Outlet Joints: Use manufacturer-recommended tool and procedure, and brazed joints.

3.6 TERMINAL EQUIPMENT CONNECTIONS

- A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.

- B. Install control valves in accessible locations close to connected equipment.
- C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.
- D. Install ports for pressure gages and thermometers at coil inlet and outlet connections. Comply with requirements in Section 230519 "Meters and Gages for HVAC Piping."

3.7 CHEMICAL TREATMENT

- A. Fill system with fresh water and add liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products from piping. Circulate solution for a minimum of 24 hours, drain, clean strainer screens, and refill with fresh water.
- B. Add initial chemical treatment and maintain water quality in ranges noted above for the first year of operation.

3.8 FIELD QUALITY CONTROL

- A. Prepare hydronic piping according to ASME B31.9 and as follows:
 - 1. Leave joints, including welds, uninsulated and exposed for examination during test.
 - 2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
 - 3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
 - 4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
 - 5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.
- B. Perform the following tests on hydronic piping:
 - 1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
 - 2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
 - 3. Isolate expansion tanks and determine that hydronic system is full of water.
 - 4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times the "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
 - 5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
 - 6. Prepare written report of testing.

- C. Perform the following before operating the system:
1. Open manual valves fully.
 2. Inspect pumps for proper rotation.
 3. Set makeup pressure-reducing valves for required system pressure.
 4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
 5. Set temperature controls so all coils are calling for full flow.
 6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
 7. Verify lubrication of motors and bearings.

END OF SECTION 232113

SECTION 232116 - HYDRONIC PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

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

1. Hot-water heating piping.
2. Chilled-water piping.
3. Condenser-water piping.
4. Makeup-water piping.
5. Condensate-drain piping.
6. Blowdown-drain piping.
7. Air-vent piping.
8. Safety-valve-inlet and -outlet piping.

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. Hydronic specialties.

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

2.2 VALVES

- A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Section 230523.11 "Globe Valves for HVAC Piping," Section 230523.12 "Ball Valves for HVAC Piping," Section 230523.13 "Butterfly Valves for HVAC Piping," Section 230523.14 "Check Valves for HVAC Piping," and Section 230523.15 "Gate Valves for HVAC Piping."
- B. Automatic Temperature-Control Valves, Actuators, and Sensors: Comply with requirements specified in Section 230923.11 "Control Valves" Section 15901 "Control Valves."
- C. Plastic Ball Valves:
 - 1. Body: One-, two-, or three-piece CPVC or PVC to match piping.
 - 2. Ball: Full-port CPVC or PVC to match piping.
 - 3. Seats: PTFE.
 - 4. Seals: EPDM.
 - 5. End Connections: Socket, union, or flanged.
 - 6. Handle Style: Tee shape.
 - 7. CWP Rating: Equal to piping service.
 - 8. Maximum Operating Temperature: Equal to piping service.
 - 9. Comply with MSS SP-122.
- D. Plastic Butterfly Valves:
 - 1. Body: PVC or CPVC to match piping wafer type for installation between flanges.
 - 2. Disc: EPDM-coated steel.
 - 3. Seats: PTFE.
 - 4. Handle Style: Locking lever.
 - 5. CWP Rating: Equal to piping service.
 - 6. Maximum Operating Temperature: Equal to piping service.
- E. Plastic Check Valves:
 - 1. Body: One-, two-, or three-piece PVC or CPVC to match piping.
 - 2. Ends: Socket or flanged.
 - 3. Seats: PTFE.
 - 4. Check Style: Swing or ball type.
 - 5. CWP Rating: Equal to piping service.
 - 6. Maximum Operating Temperature: Equal to piping service.
- F. Bronze, Calibrated-Orifice, Balancing Valves:
 - 1. Body: Bronze, ball or plug type with calibrated orifice or venturi.
 - 2. Ball: Brass or stainless steel.
 - 3. Plug: Resin.
 - 4. Seat: PTFE.
 - 5. End Connections: Threaded or socket.
 - 6. Pressure Gage Connections: Integral seals for portable differential pressure meter.
 - 7. Handle Style: Lever, with memory stop to retain set position.
 - 8. CWP Rating: Minimum 125 psig (860 kPa).
 - 9. Maximum Operating Temperature: 250 deg F (121 deg C).
- G. Diaphragm-Operated, Pressure-Reducing Valves: ASME labeled.
 - 1. Body: Bronze or brass.
 - 2. Disc: Glass and carbon-filled PTFE.

3. Seat: Brass.
4. Stem Seals: EPDM O-rings.
5. Diaphragm: EPT.
6. Low inlet-pressure check valve.
7. Inlet Strainer: Removable without system shutdown.
8. Valve Seat and Stem: Noncorrosive.
9. Valve Size, Capacity, and Operating Pressure: Selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

H. Diaphragm-Operated Safety Valves: ASME labeled.

1. Body: Bronze or brass.
2. Disc: Glass and carbon-filled PTFE.
3. Seat: Brass.
4. Stem Seals: EPDM O-rings.
5. Diaphragm: EPT.
6. Wetted, Internal Work Parts: Brass and rubber.
7. Inlet Strainer: Removable without system shutdown.
- 8.
9. Valve Seat and Stem: Noncorrosive.
10. Valve Size, Capacity, and Operating Pressure: Comply with ASME Boiler and Pressure Vessel Code: Section IV, and selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

I. Automatic Flow-Control Valves:

1. Body: Brass or ferrous metal.
2. Piston and Spring Assembly: Stainless steel, tamper proof, self-cleaning, and removable.
3. Combination Assemblies: Include bronze or brass-alloy ball valve.
4. Identification Tag: Marked with zone identification, valve number, and flow rate.
5. Size: Same as pipe in which installed.
6. Performance: Maintain constant flow, plus or minus 5 percent over system pressure fluctuations.

2.3 AIR-CONTROL DEVICES

A. Manual Air Vents:

1. Body: Bronze.
2. Internal Parts: Nonferrous.
3. Operator: Screwdriver or thumbscrew.
4. Inlet Connection: NPS 1/2 (DN 15).
5. Discharge Connection: NPS 1/8 (DN 6).
6. CWP Rating: 150 psig (1035 kPa).
7. Maximum Operating Temperature: 225 deg F (107 deg C).

B. Expansion Tanks:

1. Tank: Welded steel, rated for 125-psig (860-kPa) working pressure and 375 deg F (191 deg C) maximum operating temperature, with taps in bottom of tank for tank fitting and taps in end of tank for gage glass. Tanks shall be factory tested after taps are fabricated and shall be labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

2. Air-Control Tank Fitting: Cast-iron body, copper-plated tube, brass vent tube plug, and stainless-steel ball check, 100-gal. (379-L) unit only; sized for compression-tank diameter. Provide tank fittings for 125-psig (860-kPa) working pressure and 250 deg F (121 deg C) maximum operating temperature.
3. Tank Drain Fitting: Brass body, nonferrous internal parts; 125-psig (860-kPa) working pressure and 240 deg F (116 deg C) maximum operating temperature; constructed to admit air to compression tank, drain water, and close off system.
4. Gage Glass: Full height with dual manual shutoff valves, 3/4-inch- (20-mm-) diameter gage glass, and slotted-metal glass guard.

C. In-Line Air Separators:

1. Tank: One-piece cast iron with an integral weir constructed to decelerate system flow to maximize air separation.
2. Maximum Working Pressure: Up to 175 psig (1207 kPa).
3. Maximum Operating Temperature: Up to 300 deg F (149 deg C).

2.4 HYDRONIC PIPING SPECIALTIES

A. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 (DN 50) and smaller; flanged ends for NPS 2-1/2 (DN 65) and larger.
3. Strainer Screen: Stainless-steel, 60-mesh strainer, or perforated stainless-steel basket.
4. CWP Rating: 125 psig (860 kPa).

B. Stainless-Steel Bellow, Flexible Connectors:

1. Body: Stainless-steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket.
2. End Connections: Threaded or flanged to match equipment connected.
3. Performance: Capable of 3/4-inch (20-mm) misalignment.
4. CWP Rating: 150 psig (1035 kPa).
5. Maximum Operating Temperature: 250 deg F (121 deg C).

C. Expansion Fittings: Comply with requirements in Section 230516 "Expansion Fittings and Loops for HVAC Piping."Section 15124 "Expansion Fittings and Loops for HVAC Piping."

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 throttling-duty calibrated-orifice, balancing valves at each branch connection to return main.

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

3.2 HYDRONIC SPECIALTIES INSTALLATION

- A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.
- B. Install piping from boiler air outlet, 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 (DN 50) 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.
 - 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. Install expansion tanks on the floor. Vent and purge air from hydronic system, and ensure that tank is properly charged with air to suit system Project requirements.

END OF SECTION 232116

SECTION 232123 - HYDRONIC PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Close-coupled, in-line centrifugal pumps.
2. Close-coupled, end-suction centrifugal pumps.
3. Separately coupled, horizontally mounted, in-line centrifugal pumps.
4. Separately coupled, vertically mounted, in-line centrifugal pumps.
5. Separately coupled, base-mounted, end-suction centrifugal pumps.
6. Automatic condensate pump units.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of pump.

B. Shop Drawings: For each pump.

1. Show pump layout and connections.
2. Include setting drawings with templates for installing foundation and anchor bolts and other anchorages.
3. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 CLOSE-COUPLED, IN-LINE CENTRIFUGAL PUMPS

A. Description: Factory-assembled and -tested, centrifugal, overhung-impeller, close-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 or vertically.

B. Pump Construction:

1. Casing: Radially split, cast iron, with threaded gage tappings at inlet and outlet, replaceable bronze wear rings, and threaded connections.
2. Impeller: ASTM B 584, cast bronze; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw. For constant-speed pumps, trim impeller to match specified performance.

3. Pump Shaft: Steel, with copper-alloy shaft sleeve or stainless steel.
4. Seal: Mechanical seal consisting of carbon rotating ring against a ceramic seat held by a stainless-steel spring, and EPT bellows and gasket. Include water slinger on shaft between motor and seal.
5. Seal: Packing seal consisting of stuffing box with a minimum of four rings of graphite-impregnated braided yarn with bronze lantern ring between center two graphite rings, and bronze packing gland.
6. Pump Bearings: Permanently lubricated ball bearings.

C. Motor: Single speed and rigidly mounted to pump casing.

1. 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.
2. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

1)

- b. Efficiency: Premium efficient.
- c. Service Factor: 1.15

D. Capacities and Characteristics:

2.2 CLOSE-COUPLED, END-SUCTION CENTRIFUGAL PUMPS

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

B. Pump Construction:

1. Casing: Radially split, cast iron, with replaceable bronze wear rings, drain plug at bottom and air vent at top of volute, threaded gage tappings at inlet and outlet, and threaded companion-flange connections.
2. Impeller: ASTM B 584, cast bronze; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw. For constant-speed pumps, trim impeller to match specified performance.
3. Pump Shaft: Steel, with copper-alloy shaft sleeve or stainless steel.
4. Mechanical Seal: Carbon rotating ring against a ceramic seat held by a stainless-steel spring, and EPT bellows and gasket. Include water slinger on shaft between motor and seal.
5. Pump Bearings: Permanently lubricated ball bearings.

C. Motor: Single speed and rigidly mounted to pump casing with integral pump support.

1. 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.

2. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

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

- A. 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.
- B. Pump Construction:
 1. Casing: Radially split, cast iron, with threaded gage tappings at inlet and outlet, and threaded companion-flange connections.
 2. Impeller: ASTM B 584, cast bronze; statically and dynamically balanced, and keyed to shaft. For pumps not frequency-drive controlled, trim impeller to match specified performance.
 3. Pump Shaft: Steel, with copper-alloy shaft sleeve or stainless steel.
 4. Mechanical Seal: Carbon rotating ring against a ceramic seat held by a stainless-steel spring, and EPT bellows and gasket. Include water slinger on shaft between motor and seal.
 5. Pump Bearings: Permanently lubricated ball bearings.
- C. Shaft Coupling: Molded-rubber insert with interlocking spider capable of absorbing vibration.
- D. Motor: Single speed and resiliently mounted to pump casing.
 1. 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.
 2. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

2.4 SEPARATELY COUPLED, VERTICALLY MOUNTED, IN-LINE CENTRIFUGAL PUMPS

- A. 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 vertically.
- B. Pump Construction:
 1. Casing: Radially split, cast iron, with threaded gage tappings at inlet and outlet, replaceable bronze wear rings, and threaded companion-flange connections.
 2. Impeller: ASTM B 584, cast bronze; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw. For pumps not frequency-drive controlled, trim impeller to match specified performance.
 3. Pump Shaft: Steel, with copper-alloy shaft sleeve or stainless steel.

4. Seal: Mechanical seal consisting of carbon rotating ring against a ceramic seat held by a stainless-steel spring, and EPT bellows and gasket. Include water slinger on shaft between motor and seal.
5. Seal: Packing seal consisting of stuffing box with a minimum of four rings of graphite-impregnated braided yarn with bronze lantern ring between center two graphite rings, and bronze packing gland.
6. Pump Bearings: Permanently lubricated ball bearings.

C. Shaft Coupling: Axially split spacer coupling.

D. Motor: Single speed and rigidly mounted to pump casing with lifting eyebolt and supporting lugs in motor enclosure.

1. 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.
2. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

2.5 SEPARATELY COUPLED, BASE-MOUNTED, END-SUCTION CENTRIFUGAL PUMPS

A. Description: Factory-assembled and -tested, centrifugal, overhung-impeller, separately coupled, end-suction pump as defined in HI 1.1-1.2 and HI 1.3; designed for base mounting, with pump and motor shafts horizontal.

B. Pump Construction:

1. Casing: Radially split, cast iron, with replaceable bronze wear rings, threaded gage tappings at inlet and outlet, drain plug at bottom and air vent at top of volute, and threaded companion-flange connections. Provide integral mount on volute to support the casing, and provide attached piping to allow removal and replacement of impeller without disconnecting piping or requiring the realignment of pump and motor shaft.
2. Impeller: ASTM B 584, cast bronze; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw. For pumps not frequency-drive controlled, trim impeller to match specified performance.
3. Pump Shaft: Steel, with copper-alloy shaft sleeve or stainless steel.
4. Seal: Mechanical seal consisting of carbon rotating ring against a ceramic seat held by a stainless-steel spring, and EPT bellows and gasket.
5. Seal: Packing seal consisting of stuffing box with a minimum of four rings of graphite-impregnated braided yarn with bronze lantern ring between center two graphite rings, and bronze packing gland.
6. Pump Bearings: Grease-lubricated ball bearings in cast-iron housing with grease fittings.

C. Shaft Coupling: Molded-rubber insert and interlocking spider capable of absorbing vibration. EPDM coupling sleeve for variable-speed applications.

D. Coupling Guard: Dual rated; ANSI B15.1, Section 8; OSHA 1910.219 approved; steel; removable; attached to mounting frame.

- E. Mounting Frame: Welded-steel frame and cross members, factory fabricated from ASTM A 36/A 36M channels and angles. Fabricate to mount pump casing, coupling guard, and motor.
- F. Motor: Single speed, secured to mounting frame, with adjustable alignment.
 - 1. 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.
 - 2. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

2.6 AUTOMATIC CONDENSATE PUMP UNITS

- A. Description: Packaged units with corrosion-resistant pump, plastic tank with cover, and automatic controls. Include factory- or field-installed check valve and a 72-inch- minimum, electrical power cord with plug.

2.7 PUMP SPECIALTY FITTINGS

- A. Suction Diffuser:
 - 1. Angle pattern.
 - 2. 300-psig pressure rating, cast-iron body and end cap, pump-inlet fitting.
 - 3. Bronze startup and bronze or stainless-steel permanent strainers.
 - 4. Bronze or stainless-steel straightening vanes.
 - 5. Drain plug.
 - 6. Factory-fabricated support.
- B. Triple-Duty Valve:
 - 1. Angle or straight pattern.
 - 2. 300-psig pressure rating, cast-iron body, pump-discharge fitting.
 - 3. Drain plug and bronze-fitted shutoff, balancing, and check valve features.
 - 4. Brass gage ports with integral check valve and orifice for flow measurement.

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:
 - 1. Install base-mounted pumps on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in
 - 2. Comply with requirements for vibration isolation and seismic control devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."
 - 3. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
- F. Equipment Mounting: Install in-line pumps with continuous-thread hanger rods and elastomeric hangers, spring hangers spring hangers with vertical-limit stop 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."
 - 2. Comply with requirements for hangers and supports specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

3.2 ALIGNMENT

- A. Engage a factory-authorized service representative to perform alignment service.
- B. Comply with requirements in Hydronics Institute standards for alignment of pump and motor shaft. Add shims to the motor feet and bolt motor to base frame. Do not use grout between motor feet and base frame.
- C. Comply with pump and coupling manufacturers' written instructions.
- D. After alignment is correct, tighten foundation bolts evenly but not too firmly. Completely fill baseplate with nonshrink, nonmetallic grout while metal blocks and shims or wedges are in place. After grout has cured, fully tighten foundation bolts.

3.3 CONNECTIONS

- A. Comply with requirements for piping specified in Section 232213 "Steam and Condensate Heating Piping" and Section 232216 "Steam and Condensate Piping Specialties."
- B. Drawings indicate general arrangement of piping, fittings, and specialties.
- C. Where installing piping adjacent to pump, allow space for service and maintenance.
- D. Connect piping to pumps. Install valves that are same size as piping connected to pumps.
- E. Install suction and discharge pipe sizes equal to or greater than diameter of pump nozzles.
- F. Install check, shutoff, and throttling triple-duty valve on discharge side of pumps.

- G. Install Y-type strainer or suction diffuser and shutoff valve on suction side of pumps.
- H. Install flexible connectors on suction and discharge sides of base-mounted pumps between pump casing and valves.
- I. Install pressure gages on pump suction and discharge or at integral pressure-gage tapping, or install single gage with multiple-input selector valve.
- J. Install check valve and gate or ball valve on each condensate pump unit discharge.
- K. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- L. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

END OF SECTION 232123

SECTION 232300 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Refrigerant pipes and fittings.
 - 2. Refrigerant piping valves and specialties.
 - 3. Refrigerants.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of valve and refrigerant piping specialty. Also include cleaning agents if reusing existing refrigerant piping.
- B. Shop Drawings:
 - 1. Show piping size and piping layout, including oil traps, double risers, specialties, and pipe and tube sizes to accommodate, as a minimum, equipment provided, elevation difference between compressor and evaporator, and length of piping to ensure proper operation and compliance with warranties of connected equipment.
 - 2. Show interface and spatial relationships between piping and equipment.
 - 3. Shop Drawing Scale: 1/4 inch equals 1 foot.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For refrigerant valves and piping specialties to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."
- B. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Line Test Pressure for Refrigerant R-134a shall meet manufacturer requirements or the following whichever is more strict:
 - 1. Suction Lines for Air-Conditioning Applications: 115 psig.
 - 2. Suction Lines for Heat-Pump Applications: 225 psig.
 - 3. Hot-Gas and Liquid Lines: 225 psig.
- B. Line Test Pressure for Refrigerant R-407C shall meet manufacturer requirements or the following whichever is more strict:
 - 1. Suction Lines for Air-Conditioning Applications: 230 psig.
 - 2. Suction Lines for Heat-Pump Applications: 380 psig.
 - 3. Hot-Gas and Liquid Lines: 380 psig.
- C. Line Test Pressure for Refrigerant R-410A shall meet manufacturer requirements or the following whichever is more strict:
 - 1. Suction Lines for Air-Conditioning Applications: 300 psig.
 - 2. Suction Lines for Heat-Pump Applications: 535 psig.
 - 3. Hot-Gas and Liquid Lines: 535 psig.

2.2 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 280, Type ACR.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.
- D. Solder Filler Metals: ASTM B 32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- E. Brazing Filler Metals: AWS A5.8/A5.8M.
- F. Flexible Connectors:
 - 1. Body: Tin-bronze bellows with woven, flexible, tinned-bronze-wire-reinforced protective jacket.
 - 2. End Connections: Socket ends.
 - 3. Offset Performance: Capable of minimum 3/4-inch misalignment in minimum 7-inch-long assembly.
 - 4. Working Pressure Rating: Factory test at minimum 500 psig.
 - 5. Maximum Operating Temperature: 250 deg F.

2.3 VALVES AND SPECIALTIES

- A. Diaphragm Packless Valves:
 - 1. Body and Bonnet: Forged brass or cast bronze; globe design with straight-through or angle pattern.
 - 2. Diaphragm: Phosphor bronze and stainless steel with stainless-steel spring.
 - 3. Operator: Rising stem and hand wheel.
 - 4. Seat: Nylon.
 - 5. End Connections: Socket, union, or flanged.
 - 6. Working Pressure Rating: 500 psig.
 - 7. Maximum Operating Temperature: 275 deg F.
- B. Packed-Angle Valves:
 - 1. Body and Bonnet: Forged brass or cast bronze.
 - 2. Packing: Molded stem, back seating, and replaceable under pressure.
 - 3. Operator: Rising stem.
 - 4. Seat: Nonrotating, self-aligning polytetrafluoroethylene.
 - 5. Seal Cap: Forged-brass or valox hex cap.
 - 6. End Connections: Socket, union, threaded, or flanged.
 - 7. Working Pressure Rating: 500 psig.
 - 8. Maximum Operating Temperature: 275 deg F.
- C. Check Valves:
 - 1. Body: Ductile iron, forged brass, or cast bronze; globe pattern.
 - 2. Bonnet: Bolted ductile iron, forged brass, or cast bronze; or brass hex plug.
 - 3. Piston: Removable polytetrafluoroethylene seat.
 - 4. Closing Spring: Stainless steel.
 - 5. Manual Opening Stem: Seal cap, plated-steel stem, and graphite seal.
 - 6. End Connections: Socket, union, threaded, or flanged.
 - 7. Maximum Opening Pressure: 0.50 psig.
 - 8. Working Pressure Rating: 500 psig.
 - 9. Maximum Operating Temperature: 275 deg F.
- D. Service Valves:
 - 1. Body: Forged brass with brass cap including key end to remove core.
 - 2. Core: Removable ball-type check valve with stainless-steel spring.
 - 3. Seat: Polytetrafluoroethylene.
 - 4. End Connections: Copper spring.
 - 5. Working Pressure Rating: 500 psig.
- E. Solenoid Valves: Comply with AHRI 760 and UL 429; listed and labeled by a National Recognized Testing Laboratory (NRTL).
 - 1. Body and Bonnet: Plated steel.
 - 2. Solenoid Tube, Plunger, Closing Spring, and Seat Orifice: Stainless steel.
 - 3. Seat: Polytetrafluoroethylene.
 - 4. End Connections: Threaded.
 - 5. Electrical: Molded, watertight coil in NEMA 250 enclosure of type required by location with 1/2-inch conduit adapter, and appropriate ac coil voltage.
 - 6. Working Pressure Rating: 400 psig.
 - 7. Maximum Operating Temperature: 240 deg F.

- F. Safety Relief Valves: Comply with 2010 ASME Boiler and Pressure Vessel Code; listed and labeled by an NRTL.
 - 1. Body and Bonnet: Ductile iron and steel, with neoprene O-ring seal.
 - 2. Piston, Closing Spring, and Seat Insert: Stainless steel.
 - 3. Seat: Polytetrafluoroethylene.
 - 4. End Connections: Threaded.
 - 5. Working Pressure Rating: 400 psig.
 - 6. Maximum Operating Temperature: 240 deg F.
- G. Thermostatic Expansion Valves: Comply with AHRI 750.
 - 1. Body, Bonnet, and Seal Cap: Forged brass or steel.
 - 2. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
 - 3. Packing and Gaskets: Non-asbestos.
 - 4. Capillary and Bulb: Copper tubing filled with refrigerant charge.
 - 5. Superheat: Adjustable.
 - 6. Reverse-flow option (for heat-pump applications).
 - 7. End Connections: Socket, flare, or threaded union.
 - 8. Working Pressure Rating: 700 psig.
- H. Hot-Gas Bypass Valves: Comply with UL 429; listed and labeled by an NRTL.
 - 1. Body, Bonnet, and Seal Cap: Ductile iron or steel.
 - 2. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
 - 3. Packing and Gaskets: Non-asbestos.
 - 4. Solenoid Tube, Plunger, Closing Spring, and Seat Orifice: Stainless steel.
 - 5. Seat: Polytetrafluoroethylene.
 - 6. Equalizer: Internal or External.
 - 7. Electrical: Molded, watertight coil in NEMA 250 enclosure of type required by location with 1/2-inch conduit adapter and applicable voltage ac coil.
 - 8. End Connections: Socket.
 - 9. Throttling Range: Maximum 5 psig.
 - 10. Working Pressure Rating: 500 psig.
 - 11. Maximum Operating Temperature: 240 deg F.
- I. Straight-Type Strainers:
 - 1. Body: Welded steel with corrosion-resistant coating.
 - 2. Screen: 100-mesh stainless steel.
 - 3. End Connections: Socket or flare.
 - 4. Working Pressure Rating: 500 psig.
 - 5. Maximum Operating Temperature: 275 deg F.
- J. Angle-Type Strainers:
 - 1. Body: Forged brass or cast bronze.
 - 2. Drain Plug: Brass hex plug.
 - 3. Screen: 100-mesh monel.
 - 4. End Connections: Socket or flare.
 - 5. Working Pressure Rating: 500 psig.
 - 6. Maximum Operating Temperature: 275 deg F.
- K. Moisture/Liquid Indicators:
 - 1. Body: Forged brass.

2. Window: Replaceable, clear, fused glass window with indicating element protected by filter screen.
 3. Indicator: Color coded to show moisture content in parts per million (ppm).
 4. Minimum Moisture Indicator Sensitivity: Indicate moisture above 60 ppm.
 5. End Connections: Socket or flare.
 6. Working Pressure Rating: 500 psig.
 7. Maximum Operating Temperature: 240 deg F.
- L. Replaceable-Core Filter Dryers: Comply with AHRI 730.
1. Body and Cover: Painted-steel shell with ductile-iron cover, stainless-steel screws, and neoprene gaskets.
 2. Filter Media: 10 micron, pleated with integral end rings; stainless-steel support.
 3. Desiccant Media: Activated alumina or charcoal.
 4. Designed for reverse flow (for heat-pump applications).
 5. End Connections: Socket.
 6. Access Ports: NPS 1/4 connections at entering and leaving sides for pressure differential measurement.
 7. Maximum Pressure Loss: 2 psig.
 8. Working Pressure Rating: 500 psig.
 9. Maximum Operating Temperature: 240 deg F.
- M. Permanent Filter Dryers: Comply with AHRI 730.
1. Body and Cover: Painted-steel shell.
 2. Filter Media: 10 micron, pleated with integral end rings; stainless-steel support.
 3. Desiccant Media: Activated alumina or charcoal.
 4. Designed for reverse flow (for heat-pump applications).
 5. End Connections: Socket.
 6. Access Ports: NPS 1/4 connections at entering and leaving sides for pressure differential measurement.
 7. Maximum Pressure Loss: 2 psig.
 8. Working Pressure Rating: 500 psig.
 9. Maximum Operating Temperature: 240 deg F.

2.4 REFRIGERANTS

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS FOR REFRIGERANT R-134a

- A. Suction Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- B. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- C. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with soldered joints.

3.2 PIPING APPLICATIONS FOR REFRIGERANT R-407C

- A. Suction Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- B. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- C. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with soldered joints.

3.3 PIPING APPLICATIONS FOR REFRIGERANT R-410A

- A. Suction Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- B. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, annealed- or drawn-temper tubing and wrought-copper fittings with brazed joints.
- C. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type K, annealed- or drawn-temper tubing and wrought-copper fittings with brazed joints.
- D. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with 95-5 tin-antimony soldered joints.
- E. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with Alloy HB soldered joints.
- F. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, annealed- or drawn-temper tubing and wrought-copper fittings with brazed joints.
- G. Safety-Relief-Valve Discharge Piping: Copper, Type K, annealed- or drawn-temper tubing and wrought-copper fittings with brazed joints.
- H. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with 95-5 tin-antimony soldered joints.
- I. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with Alloy HB soldered joints.

3.4 VALVE AND SPECIALTY APPLICATIONS

- A. Install service valves for gage taps at inlet and outlet of hot-gas bypass valves and strainers if they are not an integral part of valves and strainers.
- B. Install a check valve at the compressor discharge and a liquid accumulator at the compressor suction connection.
- C. Install a full-size, three-valve bypass around filter dryers.

- D. Install solenoid valves upstream from each expansion valve and hot-gas bypass valve. Install solenoid valves in horizontal lines with coil at top.
- E. Install thermostatic expansion valves as close as possible to distributors on evaporators.
 - 1. Install valve so diaphragm case is warmer than bulb.
 - 2. Secure bulb to clean, straight, horizontal section of suction line using two bulb straps. Do not mount bulb in a trap or at bottom of the line.
 - 3. If external equalizer lines are required, make connection where it will reflect suction-line pressure at bulb location.
- F. Install safety relief valves where required by 2010 ASME Boiler and Pressure Vessel Code. Pipe safety-relief-valve discharge line to outside according to ASHRAE 15.
- G. Install moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.
- H. Install strainers upstream from and adjacent to the following unless they are furnished as an integral assembly for the device being protected:
 - 1. Solenoid valves.
 - 2. Thermostatic expansion valves.
 - 3. Hot-gas bypass valves.
 - 4. Compressor.
- I. Install filter dryers in liquid line between compressor and thermostatic expansion valve.
- J. Install receivers sized to accommodate pump-down charge.
- K. Install flexible connectors at compressors.

3.5 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.
- B. Install refrigerant piping according to ASHRAE 15.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping adjacent to machines to allow service and maintenance.

- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- K. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Section 083113 "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- L. Install refrigerant piping in protective conduit where installed belowground.
- M. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- N. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Install traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- O. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- P. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- Q. Identify refrigerant piping and valves according to Section 230553 "Identification for HVAC Piping and Equipment."
- R. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- S. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- T. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230518 "Escutcheons for HVAC Piping."

3.6 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.

- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."
 - 1. Use Type BCuP (copper-phosphorus) alloy for joining copper socket fittings with copper pipe.
 - 2. Use Type BAg (cadmium-free silver) alloy for joining copper with bronze or steel.

3.7 HANGERS AND SUPPORTS

- A. Comply with requirements for pipe hangers and supports specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 feet long.
 - 2. Roller hangers and spring hangers for individual horizontal runs 20 feet or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 - 4. Spring hangers to support vertical runs.
 - 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for copper tubing with the following maximum spacing and minimum rod diameters:
 - 1. NPS 1/2: Maximum span, 60 inches; minimum rod, 1/4 inch.
 - 2. NPS 5/8: Maximum span, 60 inches; minimum rod, 1/4 inch.
 - 3. NPS 1: Maximum span, 72 inches; minimum rod, 1/4 inch.
 - 4. NPS 1-1/4: Maximum span, 96 inches; minimum rod, 3/8 inch.
 - 5. NPS 1-1/2: Maximum span, 96 inches; minimum rod, 3/8 inch.
 - 6. NPS 2: Maximum span, 96 inches; minimum rod, 3/8 inch.
 - 7. NPS 2-1/2: Maximum span, 108 inches; minimum rod, 3/8 inch.
 - 8. NPS 3: Maximum span, 10 feet; minimum rod, 3/8 inch.
 - 9. NPS 4: Maximum span, 12 feet; minimum rod, 1/2 inch.
- D. Support multifloor vertical runs at least at each floor.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Comply with ASME B31.5, Chapter VI.

2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in "Performance Requirements" Article.
 - a. Fill system with nitrogen to the required test pressure.
 - b. System shall maintain test pressure at the manifold gage throughout duration of test.
 - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
 - d. Remake leaking joints using new materials, and retest until satisfactory results are achieved.

B. Prepare test and inspection reports.

3.9 SYSTEM CHARGING

A. Charge system using the following procedures:

1. Install core in filter dryers after leak test but before evacuation.
2. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
3. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
4. Charge system with a new filter-dryer core in charging line.

3.10 ADJUSTING

- A. Adjust thermostatic expansion valve to obtain proper evaporator superheat.
- B. Adjust high- and low-pressure switch settings to avoid short cycling in response to fluctuating suction pressure.
- C. Adjust set-point temperature of air-conditioning or chilled-water controllers to the system design temperature.
- D. Perform the following adjustments before operating the refrigeration system, according to manufacturer's written instructions:
 1. Open shutoff valves in condenser water circuit.
 2. Verify that compressor oil level is correct.
 3. Open compressor suction and discharge valves.
 4. Open refrigerant valves except bypass valves that are used for other purposes.
 5. Check open compressor-motor alignment and verify lubrication for motors and bearings.
- E. Replace core of replaceable filter dryer after system has been adjusted and after design flow rates and pressures are established.

END OF SECTION 232300

SECTION 235416.13 - GAS-FIRED FURNACES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Gas-fired, condensing furnaces and accessories complete with controls.
2. Air filters.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Include diagrams for power, signal, and control wiring.
3. Submit a condensate line plan for Owner approval. Indicate routing location and how it will be secured.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace the following components of furnaces that fail in materials or workmanship within specified warranty period:

1. Warranty Period, Commencing on Date of Substantial Completion:
 - a. Furnace Heat Exchanger: 20 years.
 - b. Integrated Ignition and Blower Control Circuit Board: Five years.
 - c. Draft-Inducer Motor: Five years.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a qualified testing agency, and marked for intended location and application.
- B. General Requirements for Noncondensing Gas-Fired Furnaces: Factory assembled, piped, wired, and tested; complying with ANSI Z21.47/CSA 2.3 and NFPA 54.

2.2 GAS-FIRED FURNACES, CONDENSING

- A. Efficiency requirements.
 - 1. AFUE: 94% or higher
- B. Cabinet: Steel or Galvanized steel.
 - 1. Cabinet interior around heat exchanger shall be factory-installed insulation.
 - 2. Lift-out panels shall expose burners and all other items requiring access for maintenance.
 - 3. Factory paint external cabinets in manufacturer's standard color.
 - 4. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- C. Fan: Factory balanced, resilient mounted, direct drive.
 - 1. Fan Motors: Comply with requirements in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - 2. Special Motor Features: Single speed, premium efficiency, as defined in Section 230513 "Common Motor Requirements for HVAC Equipment," and with internal thermal protection and permanent lubrication.
 - 3. Special Motor Features: Multitapped, multispeed with internal thermal protection and permanent lubrication.
 - 4. Special Motor Features: Electronically controlled motor (ECM) controlled by integrated furnace/blower control.
- D. Type of Gas: Natural.
- E. Heat Exchanger:
 - 1. Primary: Aluminized or Stainless steel.
 - 2. Secondary: Polypropylene laminated stainless steel.
- F. Burner:
 - 1. Gas Valve: 100 percent safety two-stage main gas valve, main shutoff valve, pressure regulator, safety pilot with electronic flame sensor, limit control, transformer, and combination ignition/fan timer control board.
 - 2. Ignition: Electric pilot ignition, with hot-surface igniter or electric spark ignition.

G. Gas-Burner Safety Controls:

1. Electronic Flame Sensor: Prevents gas valve from opening until pilot flame is proven; stops gas flow on ignition failure.
2. Flame Rollout Switch: Installed on burner box; prevents burner operation.
3. Limit Control: Fixed stop at maximum permissible setting; de-energizes burner on excessive bonnet temperature; automatic reset.

H. Combustion-Air Inducer: Centrifugal fan with thermally protected motor and sleeve bearings prepurges heat exchanger and vents combustion products; pressure switch prevents furnace operation if combustion-air inlet or flue outlet is blocked.

I. Furnace Controls: Solid-state board integrates ignition, heat, cooling, and fan speeds; adjustable fan-on and fan-off timing; terminals for connection to accessories; diagnostic light with viewport.

J. Accessories:

1. CPVC Plastic Vent Materials:

- a. CPVC Plastic Pipe: Schedule 40, complying with ASTM F 441/F 441M.
- b. CPVC Plastic Fittings: Schedule 40, complying with ASTM F 438, socket type.
- c. CPVC Solvent Cement: ASTM F 493.
 - 1) CPVC solvent cement shall have a VOC content of 490 g/L or less.
 - 2) Adhesive primer shall have a VOC content of 550 g/L or less.
 - 3) Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2. PVC Plastic Vent Materials:

- a. PVC Plastic Pipe: Schedule 40, complying with ASTM D 1785.
- b. PVC Plastic Fittings: Schedule 40, complying with ASTM D 2466, socket type.
- c. PVC Solvent Cement: ASTM D 2564.
 - 1) PVC solvent cement shall have a VOC content of 510 g/L or less.
 - 2) Adhesive primer shall have a VOC content of 550 g/L or less.
 - 3) Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.3 THERMOSTATS

A. Please reference narrative for individual requirements.

B. Control Wiring: Unshielded twisted-pair cabling.

1. No. 24 AWG, 100 ohm, four pair.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install gas-fired furnaces and associated fuel and vent features and systems according to NFPA 54.
- B. Suspended Units: Suspend from structure using threaded rods, spring hangers, and building attachments. Secure rods to unit hanger attachments. Adjust hangers so unit is level and plumb.
- C. Base-Mounted Units: Secure units to substrate. Provide optional bottom closure base if required by installation conditions.
- D. Controls: Install thermostats and humidistats at mounting height of 60 inches above floor unless required for ADA access or other hole is already present.
- E. Wiring Method: Install control wiring in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring method may be used. Conceal control wiring except in unfinished spaces.

3.2 CONNECTIONS

- A. Gas piping installation requirements are specified in Section 231123 "Facility Natural-Gas Piping." Drawings indicate general arrangement of piping, fittings, and specialties. Connect gas piping with union or flange and appliance connector valve.
- B. Install piping adjacent to equipment to allow service and maintenance.
- C. Water piping installation requirements are specified in Section 221116 "Domestic Water Piping." Drawings indicate general arrangement of piping, fittings, and specialties. Connect water piping with union and ball valve.
- D. Vent Connection, Noncondensing, Gas-Fired Furnaces: Connect Type B vents to furnace vent connection and extend outdoors. Type B vents and their installation requirements are specified in Section 235123 "Gas Vents."
- E. Vent and Outside-Air Connection, Condensing, Gas-Fired Furnaces: Connect plastic piping vent material to furnace connections and extend outdoors. Terminate vent outdoors with a cap and in an arrangement that will protect against entry of birds, insects, and dirt.
 1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
 2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
 3. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

- a. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
- b. CPVC Piping: Join according to ASTM D 2846/D 2846M, Appendix.
- c. PVC Pressure Piping: Join schedule number ASTM D 1785 PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
- d. Requirements for Low-Emitting Materials:
 - 1) CPVC solvent cement shall have a VOC content of 490 g/L or less.
 - 2) PVC solvent cement shall have a VOC content of 510 g/L or less.
 - 3) Adhesive primer shall have a VOC content of 550 g/L or less.
 - 4) Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- 4. Slope pipe vent back to furnace or to outside terminal.
- 5. Condensate piping shall comply with the following:
 - a. Well secured.
 - b. No sharp bends or kinks.
 - c. Slope piping a minimum of 1/8th an inch per foot.
 - d. Furnace closets located on outside walls with no floor drain and unsealed combustion air openings shall be equipped with heat trace (2 W/ft self regulating). Discharge pipes shall be away from the face of the wall, walkways or entrances.
 - e. Neutralization: Condensate from furnace shall be neutralized prior to disposal. Provide a permanent means of neutralization (i.e. tank or similar) at each new condensing furnace.
- F. Connect ducts to furnace with flexible connector. Comply with requirements in Section 233300 "Air Duct Accessories."

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Perform electrical test and visual and mechanical inspection.
 - 2. Leak Test: After installation, charge systems with refrigerant and test for leaks. Repair leaks, replace lost refrigerant, and retest until no leaks exist.
 - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper operation, product capability, and compliance with requirements.
 - 4. Verify that fan wheel is rotating in the correct direction and is not vibrating or binding.
 - 5. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Verify that vibration isolation and flexible connections properly dampen vibration transmission to structure.

END OF SECTION 235416.13

SECTION 238126 - SPLIT-SYSTEM AIR-CONDITIONERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes split-system air-conditioning and heat-pump units consisting of separate evaporator-fan and compressor-condenser components.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1.3 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- 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. ASHRAE Compliance:
 - 1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
 - 2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 4 - "Outdoor Air Quality," Section 5 - "Systems and Equipment," Section 6 - "Procedures," and Section 7 - "Construction and System Start-up."
- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period:
 - a. For Compressor: Five year(s) from date of Substantial Completion.
 - b. For Parts: One year(s) from date of Substantial Completion.
 - c. For Labor: One year(s) from date of Substantial Completion.
 - d. Additional year of Parts and Labor warranty against failure caused by inadequate flushing of existing refrigerant piping including acid burn out of components.

PART 2 - PRODUCTS

2.1 INDOOR UNITS (5 TONS OR LESS)

- A. Concealed Evaporator-Fan Components:
 - 1. Chassis: Galvanized steel with flanged edges, removable panels for servicing, and insulation on back of panel.
 - 2. Insulation: Faced, glass-fiber duct liner.
 - 3. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 206/110.
 - 4. Electric Coil: Helical, nickel-chrome, resistance-wire heating elements; with refractory ceramic support bushings, automatic-reset thermal cutout, built-in magnetic contactors, manual-reset thermal cutout, airflow proving device, and one-time fuses in terminal box for overcurrent protection.
 - 5. Fan: Forward-curved, double-width wheel of galvanized steel; directly connected to motor.
 - 6. Fan Motors:
 - a. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - b. Multitapped, multispeed with internal thermal protection and permanent lubrication.
 - c. Wiring Terminations: Connect motor to chassis wiring with plug connection.
 - 7. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
 - 8. Filters: Permanent, cleanable.
 - 9. Condensate Drain Pans:
 - a. Fabricated with two percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and humidifiers, and to direct water toward drain connection.

- 1) Length: Extend drain pan downstream from leaving face to comply with ASHRAE 62.1.
- 2) Depth: A minimum of 2 inches deep.
- b. Single-wall, galvanized-steel sheet.
- c. Double-wall, galvanized-steel sheet with space between walls filled with foam insulation and moisture-tight seal.
- d. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.
- 1) Minimum Connection Size: NPS 1.
- e. Pan-Top Surface Coating: Asphaltic waterproofing compound.
- f. Units with stacked coils shall have an intermediate drain pan to collect condensate from top coil.

B. Floor-Mounted, Evaporator-Fan Components:

1. Cabinet: Enameled steel with removable panels on front and ends in color selected by Architect.
 - a. Discharge Grille: Steel with surface-mounted frame.
 - b. Insulation: Faced, glass-fiber duct liner.
 - c. Drain Pans: Galvanized steel, with connection for drain; insulated.
2. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 206/110.
3. Electric Coil: Helical, nickel-chrome, resistance-wire heating elements; with refractory ceramic support bushings, automatic-reset thermal cutout, built-in magnetic contactors, manual-reset thermal cutout, airflow proving device, and one-time fuses in terminal box for overcurrent protection.
4. Fan: Direct drive, centrifugal, with power-induced outside air.
5. Fan Motors:
 - a. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - b. Multitapped, multispeed with internal thermal protection and permanent lubrication unless otherwise stated in the report under proposed ECM.
6. Air Filtration Section:
 - a. General Requirements for Air Filtration Section:
 - 1) Comply with NFPA 90A.
 - 2) Minimum Arrestance: According to ASHRAE 52.1 and MERV according to ASHRAE 52.2.
 - 3) Filter-Holding Frames: Arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.

b. Disposable Panel Filters:

- 1) Factory-fabricated, viscous-coated, flat-panel type.
- 2) Thickness: 1 inch or 2 inches.
- 3) Arrestance according to ASHRAE 52.1: 80.
- 4) Merv according to ASHRAE 52.2: 8.
- 5) Media: Interlaced glass fibers sprayed with nonflammable adhesive.
- 6) Frame: Galvanized steel, with metal grid on outlet side, steel rod grid on inlet side, and hinged; with pull and retaining handles.

C. Wall-Mounted, Evaporator-Fan Components:

1. Cabinet: Enameled steel with removable panels on front and ends in color selected by Architect, and discharge drain pans with drain connection.
2. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 206/110.
3. Electric Coil: Helical, nickel-chrome, resistance-wire heating elements; with refractory ceramic support bushings, automatic-reset thermal cutout, built-in magnetic contactors, manual-reset thermal cutout, airflow proving device, and one-time fuses in terminal box for overcurrent protection.
4. Fan: Direct drive, centrifugal.
5. Fan Motors:
 - a. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - b. Multitapped, multispeed with internal thermal protection and permanent lubrication.
 - c. Enclosure Type: Totally enclosed, fan cooled.
 - d. NEMA Premium (TM) efficient motors as defined in NEMA MG 1.
 - e. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in electrical Sections.
 - f. Mount unit-mounted disconnect switches on exterior of unit.
6. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
7. Condensate Drain Pans:
 - a. Fabricated with one percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and humidifiers, and to direct water toward drain connection.
 - 1) Length: Extend drain pan downstream from leaving face to comply with ASHRAE 62.1.
 - 2) Depth: A minimum of 1 inch deep.
 - b. Single-wall, galvanized-steel sheet.
 - c. Double-wall, galvanized-steel sheet with space between walls filled with foam insulation and moisture-tight seal.
 - d. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.

- 1) Minimum Connection Size: NPS 1.
- e. Pan-Top Surface Coating: Asphaltic waterproofing compound.
8. Air Filtration Section:
 - a. General Requirements for Air Filtration Section:
 - 1) Comply with NFPA 90A.
 - 2) Minimum Arrestance: According to ASHRAE 52.1 and MERV according to ASHRAE 52.2.
 - 3) Filter-Holding Frames: Arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.

2.2 OUTDOOR UNITS (5 TONS OR LESS)

A. Air-Cooled, Compressor-Condenser Components:

1. Basis of Design Product: Trane 4TTR6 split system cooling or similar product with the following requirements:
 - a. Minimum SEER: 16
 - b. Energy Star Rated
2. Casing: Steel, finished with baked enamel in color selected by Architect, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.
3. Compressor: Hermetically sealed with crankcase heater and mounted on vibration isolation device. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
 - a. Compressor Type: Two stage scroll.
 - b. Refrigerant Charge: R-410A.
 - c. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and liquid subcooler. Comply with ARI 206/110.
4. Fan: Aluminum-propeller type, directly connected to motor.
5. Motor: Permanently lubricated, with integral thermal-overload protection.

2.3 ACCESSORIES

- A. Control equipment and sequence of operation are specified in Section 230923 "Direct Digital Control (DDC) System for HVAC" and Section 230993.11 "Sequence of Operations for HVAC DDC."
- B. Thermostat: Please reference narrative for individual requirements.
- C. Automatic-reset timer to prevent rapid cycling of compressor.

- D. Refrigerant Line Kits: Soft-annealed copper suction and liquid lines factory cleaned, dried, pressurized, and sealed; factory-insulated suction line with flared fittings at both ends.
 - 1. Refer to Section 232300 "Refrigerant Piping" for TXV and refrigerant piping requirements.
- E. Drain Hose: For condensate.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb.
- B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install roof-mounted, compressor-condenser components on equipment supports specified in Section 077200 "Roof Accessories." Anchor units to supports with removable, cadmium-plated fasteners.
- D. Equipment Mounting:
 - 1. Install ground-mounted, compressor-condenser components on polyethylene mounting base.
 - 2. Comply with requirements for vibration isolation and seismic control devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."
 - 3. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
- E. Install and connect precharged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
 - 1. Water Coil Connections: Comply with requirements specified in Section 232113 "Hydronic Piping" and Section 232116 "Hydronic Piping Specialties." Section 15179 "Hydronic Piping Specialties." Connect hydronic piping to supply and return coil connections with shut off-duty valve and union or flange on the supply connection and with throttling-duty valve and union or flange on the return connection.
- B. Where piping is installed adjacent to unit, allow space for service and maintenance of unit.
- C. Duct Connections: Duct installation requirements are specified in Section 233113 "Metal Ducts." Drawings indicate the general arrangement of ducts. Connect supply and return ducts to split-system air-conditioning units with flexible duct connectors. Flexible duct connectors are specified in Section 233300 "Air Duct Accessories."

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Remove and replace malfunctioning units and retest as specified above.

D. Prepare test and inspection reports.

3.4 DEMONSTRATION

- #### A.
- Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain units.

END OF SECTION 238126

SECTION 238219 - FAN COIL UNITS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes ductless fan coil units and accessories.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Include diagrams for power, signal, and control wiring.
- C. Samples: For units with factory-applied color finishes.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Floor plans, reflected ceiling plans, and other details, drawn to scale and coordinated with each other based on input from installers of the items involved:
- B. Field quality-control reports.
- C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

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. Factory-packaged and -tested units rated according to AHRI 440, ASHRAE 33, and UL 1995.

2.2 FAN COIL UNITS

- A. Fan Coil Unit Configurations: Row or Face split.
- B. Coil Section Insulation: 1/2-inch- thick, coated glass fiber complying with ASTM C 1071 and attached with adhesive complying with ASTM C 916.
 - 1. Surface-Burning Characteristics: Insulation and adhesive shall have a combined maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E 84 by a qualified testing agency.
 - 2. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- C. Coil Section Insulation: Insulate coil section according to Section 230616 "HVAC Equipment Insulation."
 - 1. Surface-Burning Characteristics: Insulation and adhesive shall have a combined maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E 84 by a qualified testing agency.
 - 2. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- D. Main and Auxiliary Drain Pans: Plastic. Fabricate pans and drain connections to comply with ASHRAE 62.1.
- E. Filters: Minimum arrestance and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2 and all addendums.
 - 1. MERV Rating: 8 when tested according to ASHRAE 52.2.
- F. Hydronic Coils: Copper tube, with mechanically bonded aluminum fins spaced no closer than 0.1 inch, rated for a minimum working pressure of 200 psig and a maximum entering-water temperature of 220 deg F. Include manual air vent and drain valve.
- G. Hydronic coils and pumps that come into contact with domestic water shall be lead free and shall meet the local and federal regulations for safe drinking water. Coils shall also conform to all requirements in division 22 for domestic water piping to include but limited to “221116-Domestic Water Piping”, “221119-Domestic Water Piping Specialties” and “221123-Domestic Water Pumps”.

- H. Electric-Resistance Heating Coils: Nickel-chromium heating wire, free of expansion noise and hum, mounted in ceramic inserts in a galvanized-steel housing; with fuses in terminal box for overcurrent protection and limit controls for high-temperature protection. Terminate elements in stainless-steel machine-staked terminals secured with stainless-steel hardware.
- I. Fan and Motor Board: Removable.
 - 1. Fan: Forward curved, double width, centrifugal; directly connected to motor. Thermoplastic or painted-steel wheels, and aluminum, painted-steel, or galvanized-steel fan scrolls.
 - 2. Motor: Permanently lubricated, variable speed; resiliently mounted on motor board. Comply with requirements in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - 3. Wiring Termination: Connect motor to chassis wiring with plug connection.
- J. Factory, Hydronic Piping Package: ASTM B 88, Type L copper tube with wrought-copper fittings and brazed joints. Label piping to indicate service, inlet, and outlet.
 - 1. Two-Piece Ball Valves: Bronze body with full-port, chrome-plated bronze ball; PTFE or TFE seats; and 600-psig minimum CWP rating and blowout-proof stem.
 - 2. Y-Pattern Hydronic Strainers: Cast-iron body (ASTM A 126, Class B); 125-psig working pressure; with threaded connections, bolted cover, perforated stainless-steel basket, and bottom drain connection. Include minimum NPS 1/2 hose-end, full-port, ball-type blowdown valve in drain connection.
 - 3. Wrought-Copper Unions: ASME B16.22.
- K. Control devices and operational sequences are specified in Section 230923 "Direct Digital Control (DDC) System for HVAC" and Section 230993.11 "Sequence of Operations for HVAC DDC."
- L. Basic Unit Controls:
 - 1. Control voltage transformer.
 - 2. Wall-mounting or Unit-mounted thermostat with the following features:
 - a. Heat-cool-off switch.
 - b. Fan on-auto switch.
 - c. Fan-speed switch.
- M. Electrical Connection: Factory wire motors and controls for a single electrical connection.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fan coil units level and plumb.
- B. Install fan coil units to comply with NFPA 90A.

- C. Suspend fan coil units from structure with elastomeric hangers. Vibration isolators are specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."
- D. Verify locations of thermostats, humidistats, and other exposed control sensors with owner prior to installation.
- E. Piping installation requirements are specified in other Sections. General arrangement of piping, fittings, and specialties. Specific connection requirements are as follows:
 - 1. Install piping adjacent to machine to allow service and maintenance.
 - 2. Connect piping to fan coil unit factory hydronic piping package. Install piping package if shipped loose.
 - 3. Connect condensate drain to indirect waste.
 - a. Install condensate trap of adequate depth to seal against fan pressure. Install cleanouts in piping at changes of direction.
- F. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- G. Refer to "Split System Air Conditioners" for the Air Conditioning portion if the units are equipped.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 2. Operate electric heating elements through each stage to verify proper operation and electrical connections.
 - 3. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace malfunctioning units and retest as specified above.
- C. Prepare test and inspection reports.

3.3 ADJUSTING

- A. Adjust initial temperature and humidity set points.

END OF SECTION 238219

MINIMUM SOLAR TECHNICAL SPECIFICATIONS

Part 1 - GENERAL

1.01 Design

System electrical and structural design documents shall be prepared, stamped, and signed by an engineer licensed in the State of Kansas.

System design documents shall include, but not be limited to, the following:

1. Site plan
2. Any planned civil work onsite
3. Conceptual plan/system layout
4. System schematics
5. System capacity calculations
6. Single line electrical diagram for PV system
7. DC and AC schematics for equipment that connects to THA's electrical system
8. Construction plans (structural, civil, mechanical, etc.).
9. Racking and mounting details
10. Wind and snow loading and any required seismic calculations
11. List of equipment and materials schedule, including:
12. Solar photovoltaic modules
13. Inverters
14. Racking
15. Balance of systems equipment
16. Manufacturer's data and cut sheets on solar photovoltaic modules, inverters, racking and balance of systems equipment.
17. Construction specifications (including commissioning plan).

Developer agrees to design and construct the System in accordance with all applicable building codes and standards. System design documents will expressly identify the applicable building codes and standards. The system design (and installation) documents shall be made available to

THA and/or its representative for review and acceptance. The Developer shall allow sufficient time in the project schedule for this review to take place.

The Developer shall:

1. Complete the design for all elements of the project, including but not limited to: civil, structural, architectural, mechanical, electrical, and specialty consulting areas.
2. Incorporate the requirements of permitting agencies as may become apparent in the course of design.

1.02 Construction

The Developer shall:

1. Provide weekly updates, as necessary, to THA for schedule tracking, status updates and to highlight technical issues.
2. Provide complete management, supervision, and reporting of all aspects of the construction of this Project.
3. Provide resident engineering and contract administration, and inspections, including special inspections, necessary for the functional, safe, and on-schedule completion of the Project. THA or its representative shall be allowed to perform inspections to verify compliance with the Contract Documents.
4. Ensure compliance with applicable local, state, and federal codes, building and environmental permit requirements and enforcement of the Contract Documents.
5. Report accidents, claims, and other on-going safety related issues to THA within twenty-four hours.
6. Adhere strictly to construction access requirements as established by THA during the entire length and scope of the project construction. This shall include the Developer, its employees, contractors, and/or agents.
7. Ensure all applicable and required forms of insurance and limits to liability are acquired by the Developer prior to commencement of construction.

As part of the closeout process, prior to Final Completion of the system, the Developer shall:

1. Conduct a walk-through with THA to generate a complete punch list (at Substantial Completion), address all comments on punch list, and confirm all items are complete at Final Completion. THA and the commissioning agent shall have the opportunity to observe and verify the PV system's performance. THA may request specific tests or commissioning checks related to the interconnection site before project acceptance.
2. Administer and coordinate the project contract closeout process and resolve any warranty provision issues.
3. Report progress of project construction contract closeout to THA.

1.02 Solar PV System Installation

The Developer shall provide the labor necessary to install all solar PV equipment, materials, and components to interconnect to the point-of-interconnection with THA and the appropriate Utility.

Installation must comply with the following codes, regulations, and requirements:

1. PV systems must be installed in compliance with all applicable state building codes including OSHA and the Kansas and Topeka Building and Fire Codes.
2. PV system must be installed in compliance with all applicable local building codes, including the National Electrical Code:
 - a. Article 690 -Solar Photovoltaic Systems

All Balance of System (wiring, component, wiring, conduits, and connections) must be suited for conditions for which they are to be installed.

1.03 Interconnection

The Developer shall supply, install, and deliver all solar PV equipment required to interconnect to appropriate Utility. The Developer shall fulfill all procedures to complete the interconnection process. Interconnection standards shall comply with all applicable codes and regulations.

1.04 Operation & Maintenance Manuals and Record Documents

Developer shall provide to THA site-specific operation, maintenance, and parts manuals for the installed solar PV system. These O&M Manuals shall cover all components, options, and accessories supplied. The Manuals shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment at the site. A PDF copy of the O&M Manual is required in addition to the hard copies. The Developer shall also provide one (1) sets of Record Documents in both PDF and AutoCAD 14 or higher (for drawings) and both PDF and Microsoft Word (for specifications). These requirements shall be delivered within six (6) weeks of Commercial Operation.

The developer shall also provide the authority with training on the monitoring of the solar PV system.

END OF SPECIFICATION

1.1 Mechanical

1.1.1 Upgrade Condensing Units – (Related to ECM 2-307)

Site Name	Project #	Count and Descriptions		
Pine Ridge Manor	KS02-01.0	201	CU1	SEER 16 Condensing Unit
Deer Creek Village	KS02-04.1	42	CU1	SEER 16 Condensing Unit
Western Plaza	KS02-04.2	22	CU1	SEER 16 Condensing Unit
TOTAL		265	CU1	SEER 16 Condensing Unit

Cooling is provided by split DX systems. At Pine Ridge, the units are predominately 1.5 ton with R-22 refrigerant. At Deer Creek Village, the units are a mix of 1.5 and 2 ton systems with R-22 refrigerant. At Western Plaza, the units are predominately 1.5 ton systems with R-22 refrigerant. In conjunction with the furnace replacement, the cooling systems should be replaced with SEER 16 models.

Please consider the following when assembling pricing:

- The condensing unit and cooling coil must be appropriately paired with the furnace in ECM 2-307 of the EPC Phase II Investment Grade Audit.
- Condensing units need to be installed per code. This includes meeting any dedicated power requirements. Any costs associated with code requirements of the Authority Having Jurisdiction must be included in the bid.
- Basis-of-Design products are listed in the spec.
- A Manual J compliant load calculation and Manual S compliant sizing must be performed to properly size the new cooling systems. All load and sizing calculations shall be submitted to the owner and commissioning agent for approval before any equipment is ordered. **Do NOT bid like for like capacities with existing equipment before evaluating loads.** Some of the original plans are available for the properties and when available will be utilized as a means of reference for the sizing of the equipment.
- Include a detailed description of the proposed condensate line routing. The proposed condensate line route will need to be approved by the commissioning agent and owner.
- The intent is to reuse refrigerant line sets if the contractor deems this will not damage the new equipment in any way. Provide an allowance for the replacement of 25% of line sets. If the insulation is damaged on any reused line sets, this insulation needs to be replaced or repaired.
- If line sets are reused, they must be properly flushed to remove any traces of R-22 mineral oil and other contaminants and equipped with new filter driers.
- Provide an allowance for the 25% replacement of the concrete pads and electrical panels.
- All equipment shall be started per manufacturer requirements. Also include documentation of proper refrigerant charge, airflow, filtration, temperature drop, and controls configuration. Start-up documentation shall be left on site and submitted to the owner and commissioning agent. A sample start up report shall be included in the bid specifications.

The following performance-based specification sections are related to this scope of work (note: some information in the specifications may relate to other scopes of work and may not be germane to this scope of work):

- 013300 – SUBMITTAL PROCEDURES
- 014000 – QUALITY REQUIREMENTS

- 017823 – OPERATION AND MAINTENANCE DATA
- 017900 – DEMONSTRATION AND TRAINING
- 019113 – GENERAL COMMISSIONING REQUIREMENTS
- 230529 – HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 232300 – REFRIGERANT PIPING
- 238126 – SPLIT SYSTEM AIR CONDITIONERS & HEAT PUMPS

Pricing and Site-Specific Installation Notes to Contractor:

Size condensing units at 1.5 ton for pricing purposes. Before final equipment selection, contractor shall be responsible for load calculation and equipment sizing per specifications. **It should be noted that the contractor is ultimately responsible for verifying site conditions.**

Exhibit 3

Section 3 Business Preference Submittal Form Energy Performance contract GC Exhibit 2

1.0 **Introduction:** This form must be fully completed, accompanied by all required attachments, for any bidder/proposer claiming a Section 3 Business Preference (hereinafter, "Preference").

1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.

1.2 Each bidder/proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.

1.3 The bidder/proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/proposer to include any such required attachment fully explaining the claim of the bidder/proposer shall result in the HA not considering the claim for a Preference (though the HA will, if awarded, later require the bidder/proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).

1.4 Please note that, even if a bidder/proposer does not complete and submit this form claiming a Preference, the HA may required this form to be completed by the successful bidder/proposer as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.

2.0 **Current Section 3 Status:** The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/proposer has attached justifying documentation for each item following marked with an "X"):

2.1 ☐ It is 51% or more owned by a Section 3 resident:

2.1.1 ☐ HA resident lease;

2.1.2 ☐ Evidence of participation in a public assistance program;

2.1.3 ☐ Articles of Incorporation;

2.1.4 ☐ Fictitious or Assumed Business Name Certificate;

2.1.5 ☐ List of owners/stockholders and % of each;

2.1.6 ☐ Latest Board minutes appointing officers;

2.1.7 ☐ Organization chart with names and titles and brief functional statement;

2.1.8 ☐ Partnership Agreement;

Signature

Date

Printed Name

Company

TOPEKA HOUSING AUTHORITY

Section 3 Business Preference Submittal Form

Energy Performance contract GC Exhibit 2

2.1.9 ____ Corporation Annual Report.

2.2 ____ At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journey persons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.

2.3 ____ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
--	--	---

Signature

Date

Printed Name

Company

TOPEKA HOUSING AUTHORITY

Section 3 Business Preference Submittal Form
Energy Performance contract GC Exhibit 2

	\$	%
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

3.0 Section 3 Preference Claim, Training and Employment Opportunities: The undersigned bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

3.1 ___ Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

3.2 ___ Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

3.3 ___ Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

3.4 ___ Other section 3 residents.

4.0 Section 3 Preference Claim, Section 3 Business Concerns: The undersigned bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

4.1 ___ Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

4.2 ___ Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3

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Energy Performance contract GC Exhibit 2

covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

4.3 ___ HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

4.4 ___ Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b: Business concerns whose

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			workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

6.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 6.1 ___ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2 ___ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3 ___ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

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- 6.4 ___ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 6.5 ___ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 6.6 ___ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 6.7 ___ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 6.8 ___ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 6.9 ___ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

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- 6.10 ___ Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 6.11 ___ Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- 6.12 ___ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- 6.13 ___ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14 ___ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- 6.15 ___ For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 ___ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 ___ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18 ___ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

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Section 3 Business Preference Submittal Form

Energy Performance contract GC Exhibit 2

- 6.19 ___ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 ___ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 7.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
- 7.1 ___ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2 ___ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3 ___ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- 7.4 ___ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- 7.5 ___ For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- 7.6 ___ Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
-

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Section 3 Business Preference Submittal Form

Energy Performance contract GC Exhibit 2

- 7.7 ___ Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7.8 ___ Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 7.9 ___ Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 7.10 ___ Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 7.11 ___ Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 7.12 ___ Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 7.13 ___ Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 7.14 ___ Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 7.15 ___ Developing a list of eligible section 3 business concerns.
- 7.16 ___ For HAs, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 7.17 ___ Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 7.18 ___ Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
-

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- 7.19 ___ Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 7.20 ___ Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 7.21 ___ Actively supporting joint ventures with section 3 business concerns.
- 7.22 ___ Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

8.0 The undersigned bidder/proposer hereby declares:

- 8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.
- 8.2 He/she is aware that if the HA discovers that any such information is not true and accurate, such shall allow the HA to:
- 8.2.1 NOT award the bidder/proposer a Preference; and
- 8.2.2 If the HA deems such is warranted (e.g. in the case of submitting information the bidder/proposer knows to be untrue), declare such bidder/proposer to be nonresponsive and not allow the bidder/proposer to receive an award.
- 8.3 He/she is aware that if he/she receives an award as the result of this competitive solicitation, even though he/she may not receive a Preference from the HA as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the HA) whenever the successful bidder/proposer has need to hire additional employees during the term of the ensuing contract.

Signature

Date

Printed Name

Company

TOPEKA HOUSING AUTHORITY

Exhibit 4

Price Quotation Form

To:

President/CEO
Topeka Housing Authority
2010 SE California
Topeka, KS 66607

Dear Sir:

In Compliance with the "Instructions to the Respondents of the Request for Proposal", and other documents contained in the Request for Proposal (RFP) for:

Exhibit 1 – Investment Grade Energy Audit & Project Specifications

Energy Performance Contract Phase II

As issued by the Topeka Housing Authority (hereinafter, the "Owner"), and having become familiar with the site of the proposed work, the scope of work, the technical specifications, contract conditions, time frame for completing the work, and liquidated damages rate, the undersigned proposes to furnish all labor, material (where applicable), equipment, insurance, assurance of completion, and other services required to complete the project for the amount set forth below. (State price quote in both figures and words):

Base Bid \$_____

_____Dollars

The undersigned acknowledges:

- a. The following addenda have been received:_____
- b. All forms submitted as part of the price quote (including this form) must be Completed fully and without qualifications or conditions on the scope of work; services, assurances of completion, insurance, materials (where applicable), or equipment to be provided; or stated prices;
- c. Identification of the successful contractor, and award of the contract will be made in accordance with the procedure stated in the Instruction or per the procedure, if any, stated elsewhere on this form;
- d. The quote shall be viable for the period stated in the "Representation, Certifications, and Other Statements of Bidders" form contained in the RFP;
- e. All additional documentation required per the "Instructions to the Respondents of the Request for Proposal," "Representations, Certifications and Other Statements of Bidders," and any supplements to these forms, must be submitted as part of the quote; and
- f. The successful Contractor must execute a contract, in the form prescribed by the Owner, and to furnish the required Assurance of Completion (if required) and the Respondents of the request for Proposal."

Respectfully Submitted,

Name of Contractor

Print Name of Authorized Signatory

Street Address/City/State

Signature

Telephone Number/Area Code

Date

Price Quotation Form

To:

President/CEO
Topeka Housing Authority
2010 SE California
Topeka, KS 66607

Dear Sir:

In Compliance with the "Instructions to the Respondents of the Request for Proposal", and other documents contained in the Request for Proposal (RFP) for:

Exhibit 2 – Condensing Unit Supplemental Scope of Work Condensing Unit Supplemental

As issued by the Topeka Housing Authority (hereinafter, the "Owner"), and having become familiar with the site of the proposed work, the scope of work, the technical specifications, contract conditions, time frame for completing the work, and liquidated damages rate, the undersigned proposes to furnish all labor, material (where applicable), equipment, insurance, assurance of completion, and other services required to complete the project for the amount set forth below. (State price quote in both figures and words):

Base Bid \$ _____

_____ Dollars

The undersigned acknowledges:

- a. The following addenda have been received:_____
- b. All forms submitted as part of the price quote (including this form) must be Completed fully and without qualifications or conditions on the scope of work; services, assurances of completion, insurance, materials (where applicable), or equipment to be provided; or stated prices;
- c. Identification of the successful contractor, and award of the contract will be made in accordance with the procedure stated in the Instruction or per the procedure, if any, stated elsewhere on this form;
- d. The quote shall be viable for the period stated in the "Representation, Certifications, and Other Statements of Bidders" form contained in the RFP;
- e. All additional documentation required per the "Instructions to the Respondents of the Request for Proposal," "Representations, Certifications and Other Statements of Bidders," and any supplements to these forms, must be submitted as part of the quote; and
- f. The successful Contractor must execute a contract, in the form prescribed by the Owner, and to furnish the required Assurance of Completion (if required) and the Respondents of the request for Proposal."

Respectfully Submitted,

Name of Contractor

Print Name of Authorized Signatory

Street Address/City/State

Signature

Telephone Number/Area Code

Date

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

Exhibit 5

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA ☐ does ☐ does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Exhibit 6

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions of the **Contract for Construction**

Public Housing Programs

Exhibit 7

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36 and those requirements set forth in Section 3 of the Housing and Urban development Act of 1968, as amended, and implemented by HUD at 24 CFR 135 and by its amendment by the Housing and Community Development Act 1992, implemented by HUD in the Interim Rule published June 30, 1994. The form is required for construction contracts awarded by Public Housing Agencies (PHAs) .

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Responses to the collection of information; are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number

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General Conditions of the Contract for Construction

Public and Indian Housing Programs

Conduct of Work

1. Definitions

- (a) **“Architect”** means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms “architect” and “engineer” shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect’s authority is as set forth elsewhere in this contract.
- (b) **“Contract”** means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5369-A), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from either the U.S. Department of Labor or HUD, any special conditions included elsewhere in the contract, the specifications, and

drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

- (c) **“Contracting Officer”** means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) **“Contractor”** means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) **“Drawings”** means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled **Specifications and Drawings for**

Construction herein.

- (f) **“HUD”** means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD’s role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) **“Project”** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) **“PHA”** means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) **“Specifications”** means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) **“Work”** means materials, workmanship, and manufacture and fabrication of components.

2. Contractor’s Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled **Availability and Use of Utility Services** herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor’s performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and

bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor’s responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect’s Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
- (b) The Architect shall serve as the Contracting Officer’s technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the **Changes** clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect’s duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to -
 - (i) the Contractor’s construction progress schedules; (ii) the Contractor’s shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and,
 - (iv) the Contractor’s price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Comple-

tion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees.

Construction Requirements

5. Preconstruction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled ***Inspection and Acceptance of Construction***, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number

of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **Default** clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the

character provided for in the contract.

- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of

structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
 - (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to

be used.

- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled **Changes** herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 327 et seq.; and,
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise pro-

vided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or

finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water Applicable to Contracts in Excess of \$100,000

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

- (b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to —

- (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
- (2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
- (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
- (4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

19. Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "**Acceptance**" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "**Inspection**" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "**Testing**" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the

completed work under paragraph (j) below.

- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes

amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled **Permits and Codes** herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefor. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of ____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or de-

sign furnished by the Contractor.

- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the **Inspection and Acceptance of Construction** clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within 365 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Precedence

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any

amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer

written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
 - (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit

received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled **Disputes** herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the

adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (b) Except for disputes arising under the clauses entitled **Labor Standards and Labor Standards- Nonroutine Maintenance**, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or

negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled **Default** of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$100.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the *Disputes* clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
 - (1) "**Subcontract**" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "**Subcontractor**" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work

under this contract is to be performed.

- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

<The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be

provided by the Contracting Officer that explain this clause.

- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the *Indian Preference* clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban

Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUDs regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
- (f) Noncompliance with HUDs regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to

and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the **Disputes** clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

(a) Minimum Wages.

- (1) All laborers and mechanics employed or working upon the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; pro-

vided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under

this contract from the first day on which work is performed in the classification.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) **Withholding of funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (c) **Payrolls and basic records.** (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and

actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications

may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

- (3) The Contractor or subcontractor shall make the records required under subparagraph (d)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Ad-

ministrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) **Compliance with Davis-Bacon and related Act requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) **Certification of eligibility.** (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the De-

partment of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

[] 47. Labor Standards-Non-routine Maintenance

(If checked, for contracts exceeding \$2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

(a) **Minimum Wages.** (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(A) The work to be performed by the classification required is not performed by a classification in

the wage determination;

(B) The classification is utilized in the area by the industry; and

(C) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) **Withholding of funds.** The Contracting Officer, upon his or her own action or upon request of HUD shall withhold or cause to be withheld from the Contractor under this contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, or advance, until such violations have ceased. The PHA or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and basic records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) that the payroll for the payroll period contains the information required to be maintained

under subparagraph (c)(1) of this clause and that such information is correct and complete;

(B) that each laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the PHA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(e) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

(f) **Disputes concerning labor standards.**

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) **Contract Work Hours and Safety Standards Act.** As used

in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (g)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in subparagraph (g)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (g)(1) of this clause.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (g)(2) of this clause.

(h) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in this clause.

48. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with

respect to employees engaged under the contract whenever either of the following occurs:

- (1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor or a DOL-recognized State Apprenticeship Agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or
- (2) Such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.